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The Solicitors' Journal.

LONDON, MARCH 20, 1869.

THE BANKRUPTCY BILL of the Attorney-General is at last in print, though it is not generally in the hands of the public as yet. But although we have been favoured with a copy of the bill, it has reached us too late to enable us to examine it as thoroughly as it deserves in our present number. The Attorney-General, in his speech in the House of Commons on the 5th inst., said it was intended that his measure should, if carried, for the future contain the whole law of bankruptcy; but the bill, as printed, contains no repealing clause. We presume therefore that it is intended to supplement it by a repealing Act. In the meantime, however, it is impossible to estimate with certainty the total result of the proposed measure or measures upon the law of bankruptcy.

The bill appears to us to work out in detail pretty closely the scheme which was sketched in outline in the Attorney-General's speech; and yet the actual changes in the law embodied in the bill are decidedly greater than readers of the speech could have expected. Assuming the old Acts to be repealed, the law as to acts of bankruptcy is greatly altered. The persons entitled to petition are to be different, for the bankrupt himself is excluded. The tribunal is changed, the county court being made the court of bankruptcy in the country, and a new court, to be presided over by one of the common law judges in London. The administration of the bankrupt's estate is to be entrusted to a trustee chosen by the creditors, to whom very extensive powers, exerciseable at his own discretion, are to be confided, and larger powers still to be exercised subject to the consent of the creditors. The rules of law as to what property shall pass under the bankruptcy, and how and on what terms it shall pass, are to be materially changed. The law as to the discharge of the bankrupt is still more completely altered. But the greatest change of all is perhaps that proposed with respect to arrangements with creditors. Assuming, as before, the old law to be repealed, the effect of the bill appears to be, to sweep away deeds of composition and all such arrangements altogether, and to provide instead for "liquidation by arrangement," an extremely different matter, as our readers very well know.

Such being the nature of the bill, we need hardly say that it will require the most thorough examination before it can be allowed to pass into law. We shall consider it in our next week's number.

THE *Pall Mall Gazette* this week, in an article headed "Land Legislation for England," shortly reviews the history of attempts to improve the mode of land transfer, from the report of the Real Property Commissioners, nearly fifty years ago, to Lord Westbury's Act of 1862, and the Commission of last year on its operation, which latter has not yet reported. Of Lord Westbury's Act the *Pall Mall Gazette* says that, "as a tentative measure it would no doubt have proved eminently successful if it had not encountered the interested opposition of the attorney class throughout the country." Lord Westbury's Act has not proved successful, but its want of success has not been owing to the interested opposition of the attorney class simply because there has been no opposition. The *Pall Mall Gazette*, assuming that the success of the Act would damage the attorney class, in their estimation, which requires proof, and next, thinking that in such a case the class in question would endeavour to strangle, and succeed in strangling, the measure, assume that they did so, and adds that to the former assumption. The result is what is simply untrue. What are the real causes of the failure of the Act is a question we may well look to the commission to answer. For one thing, the expense of the investigation of title probably is an important item, and investigation of title must and will be expensive, until a great deal of our old real property law has been swept away, as it one day will be, and the sooner the better.

MR. JUSTICE BYLES, presiding in the Civil Court at the Exeter Assizes, is reported to have declared that he never made a remanet on circuit in his life. The circumstances that led to this declaration were that the last case marked for trial by a special jury was reached on the afternoon of the day before the commission day at Bodmin. In reply to a question how long the case would last, counsel for the plaintiff said two days, and that as the commission opened at Bodmin on the following day, counsel had agreed that the case should stand over till the next assizes. It was on this that the learned judge remarked that he never made a remanet in his life and was unwilling to do so in that case. He offered to go into the case, and expressed a belief that he could get through it on the morrow. Counsel, however, being of a contrary opinion, and the learned judge absolutely refusing to make a remanet, they were compelled to withdraw the record and agree that the case should stand in the same position as to costs as though it had been made a remanet. The learned judge thus escapes from what he seems to regard as the undesirable position of making a remanet, and the parties are in the same situation as though he had done so, and may, in the interval between this and the summer assizes, ponder, at their leisure, over the probable amount of expense that will be incurred in bringing their sixty witnesses to Exeter once more, and when tired of that occupation may wonder what the judge sees so personally undesirable in making a remanet, and why sufficient time is never given to this circuit to get through the work even though the Queen's Counsel are called on at every town to take upon themselves part of the judges' work by trying criminals.

WE COMMENTED LAST WEEK upon the bill introduced by the Government to remedy the rating grievances imposed by the Reform Act of 1867 upon the occupiers of small tenements. This week we have to notice the rival bill introduced by Mr. Sheridan, in redemption, as he informed the House, of a pledge given by him to his constituents to introduce a bill for the repeal of the ratepaying clauses of that Act. Having given this pledge Mr. Sheridan has kept his word, but the confusion which his bill would introduce into the law, if passed as it has been drawn, would be enormous. It was difficult enough to suppose that the various statements made in many quarters at the recent general election as to the law of rating as applied to the franchise could really have been made in honest ignorance of the real facts, but it is quite impossible that any one could sit down to draw a bill upon the subject without discovering that what are called the ratepaying clauses of the Act of 1867 are merely a repetition of clauses almost identical in words and quite so in substance with those of the Act of 1832. Yet this bill proposes to repeal the clauses in the one case, and to retain them in the other, thus dispensing with rating and payment of rates only in the case of those who obtain the franchise under the late Act, and not in

the case of those who obtain it under the old one. One of the greatest difficulties in construing the new Act has arisen from the new franchises being declared to be in addition to, and not in substitution for, the old ones; and if so great a difference as is proposed were now introduced between the two sets of franchises, this difficulty would be very largely increased. The difficulty of applying in practice the enactments of 1832 to houses below £10 is, as we pointed out last week, by no means unsolvable, but at all events it cannot be even cut by getting rid of those enactments so far as they relate to one class of cases only. So completely does Mr. Sheridan's bill ignore the fact that rating is, independently of the Act of 1867, required as a condition of the franchise, that it proposes to repeal the provision that corrupt payment of rates is to be bribery.

SITTING MEMBERS have of late been unfortunate before the election judges. All the cases decided since we last commented on the subject have resulted in the respondents being unseated.

That at Beverley was in some respects peculiar, the election being avoided on account of general corruption, which not only was not brought home to the sitting members themselves, but not even to any one held to be one of their agents. There can be no doubt that according to law, bribery by persons totally unconnected with any of the candidates will invalidate the election, if it is so extensive as to be considered "general," which probably would always be the case where a number of votes equal to the majority at the poll appeared to be affected. Where that was the case on one side only, of course the seat might be obtained if claimed; if it is not claimed, or if corruption exists on both sides, the return can only be avoided. Of course no test applicable to all cases can exactly be laid down as to what amount of corruption can be called "general," but in most cases that we have given would suffice. Now, at Beverley it was perfectly clear that a large number of voters had shortly before the Parliamentary election been bribed to profess, by their votes at the municipal election, certain political principles. That the inference drawn by Baron Martin, that the large amount of money spent in this way upon the municipal election was really intended to influence, and did in fact influence, the Parliamentary election, appears to us irresistible. This decision has, however, excited the wrath of the *Standard*, which on the present occasion has not scrupled to attribute the result to the political predilections of the judge. Our contemporary is, however, peculiarly unfortunate in the instance which it has selected for openly making this insinuation for the first time. We cannot doubt that if the judge erred at all, it was on the side of leniency, and that Mr. Justice Blackburn, while holding with Baron Martin that the corruption was so extensive as to have avoided the election in any event, would also have gone on to hold that the acts or some of them were committed by persons for whom the sitting member was responsible. Where partizanship is so open and notorious as at Beverley, it ought, according to the decisions of Mr. Justice Blackburn at Taunton, and again at Hereford, to be taken to be adopted and so authorised, unless clearly repudiated. It is not likely that in the result it will make any difference to anyone that the persons found guilty of corruption were not held to be agents of the sitting members. If, however, it could be supposed likely after the evidence given that Beverley would return members again to sit in the present Parliament, it would make this difference, that the members lately unseated on the ground of general corruption would not be disqualified for being again elected, as they would have been if the corruption had been brought home to themselves or their agents.

At Hereford no extensive corrupt practices were exposed, but the members were unseated for treating by an agent. This is perhaps the first case in which the legal principles which have been laid down by most of the judges, and which probably would in theory be adopted by all of them, have been in practice applied fairly and consistently to a case where it was not clear that the return was one which ought not to stand. We cannot, of course, blame the judges for an inclination to make their decisions agree as far as possible with moral justice, so as if possible to upset only those elections which appear really to have been gained by malpractices, and to confirm if possible those which appear to have been fairly won, notwithstanding there may have been some indiscretion or even illegality on the part of some few partizans. Yet there never was a class of cases in which the saying that hard cases make bad law was more true, and nothing will really do more to enforce purity of election than the infliction of the loss of their seats on a few members, not merely because it has been actually obtained by malpractices, or even for want of honest intentions on their part, but because they have not taken vigorous and therefore successful measures to prevent the occurrence of malpractices. On this ground Mr. Justice Blackburn deserves in our opinion great praise for his logical and consistent application of the law at Hereford. He held in the first place that a gentleman, not expressly authorised by the sitting members to act for them, but who was known by them to be so acting, and who was after the election expressly thanked by them for his exertions, was a person for whose conduct they were responsible. He further held the common sense view upon the question of treating, that entertainment to voters at election times must be considered given to influence votes, within the meaning of the Act. It is not of much consequence whether the particular votes were in any way influenced. The only motive which can be possibly attributed to a man who gives such entertainment, and who is at the same time acting on behalf of a candidate, is that he wishes thereby to increase the candidate's chance of success; and Mr. Justice Blackburn appears to hold, as we think almost every one who reads the treating section of the Act must see to be the case, that the Legislature has said that the candidate's chance of success shall not be increased in that way.

Blackburn was another case of intimidation of workman voters by dismissing them or leading them to suppose they would be dismissed from their employment. In some respects it resembled the case at Westbury, also tried before Mr. Justice Willes. The cases of intimidation were, however, more numerous. Some comment has been made by the press upon the practice supposed to have been established by the evidence given by one or two witnesses in answer to questions by the judge, of general intimidation by the workmen themselves. It will be seen, however, from the judgment, that in the result the judge did not consider that these witnesses were justified in saying that the workmen of Blackburn habitually exhibited ill-feeling to each other founded on differences of politics. The inference we are inclined to draw from the evidence is that by some means a general impression had been produced in the minds of the workmen of Blackburn that they would be consulting the wishes of their masters not only by giving their own votes on the same side as they did, but also by taking steps to force others to do the same. This impression could scarcely have been produced without some considerable exercise of undue influence on the part of the masters themselves, although as far as the great majority of the men were concerned perhaps there was no reason to suppose that they were not quite willing to take the same side as their masters. At Blackburn the agency was proved by what was called the "Screw Circular," which called upon employers and others to use their influence over their workpeople. That this constituted the persons so called upon agents was undoubtedly a fair inference from the document, although the further inference that it called upon them to exercise undue influence was certainly somewhat strained. This decision of the judge will doubtless be useful in securing freedom of election. The line between the moral influence, which it is no

only legitimate, but laudable, for all in whatever position to exercise, according to their honest views of right, and the undue influence, aimed at by the law, which is really an abuse of a superior position, is doubtless a difficult one to draw. It is now clearly settled that the exercise of an undoubted right, such as to dismiss a servant, if prompted by political reasons, and put in force at the time of an election, is undue influence. At Blackburn the question of the connection between the municipal and Parliamentary elections was again raised. Nothing, however, really could be a more distinct hint to the workmen generally to follow the wishes of their employer in giving their votes in the greater contest, under penalty of probable dismissal, than the dismissal of some of their fellows for not doing so as regards the lesser one.

In connection with the subject of these remarks we may notice the recent decision of a Parliamentary Committee upon the question of the disqualification of Sir Sidney Waterlow to sit for Dumfriesshire. The point decided—viz., that one party to a contract cannot relieve himself from it without the assent of the other was, however, so clear, that the only thing to say about the case is to express our astonishment at Sir Sydney Waterlow's having been so badly advised throughout as he must have been. He appears, however, to be now qualified to stand again, and if re-elected his own pocket only will suffer. Possibly he could not, if he had endeavoured to do so, have procured his release from the contract in question in time to have been eligible in November last. If that is so, he will, if now elected, in the end profit by his having stood when ineligible.

IN COMMENTING LAST WEEK upon the result of the Taunton petition we noticed various circumstances which made it seem likely that more would have been proved against the borough than was actually proved. A most extraordinary complaint has, however, now been made by a correspondent of the *Standard*, viz., breach of faith on the part of the petitioners against Mr. Serjeant Cox, in not having withdrawn their petition after an agreement come to to that effect in consideration of the withdrawal of the petition against Mr. Barclay. Now, the withdrawal of one petition in consideration of the withdrawal of another is distinctly contrary to the Act of Parliament, and although it is true that there is no penalty attached to the act, unless it is discovered before the withdrawal is allowed, in which case the £1,000 security found by the petitioner is liable to practical forfeiture, yet the accomplishment of such a withdrawal is impossible without perjury. The judges before permitting the withdrawal of a petition require affidavits from the petitioner and his agent, that the withdrawal is not sought for in consequence of any corrupt bargain, or in consideration of the withdrawal of another petition. It is, therefore, clear that before the petition against Mr. Barclay could have been withdrawn affidavits must have been filed, which, if the statements in the *Standard* were correct, must have been untrue. It is, therefore, pretty clear that there could not really have been any agreement for setting off the two petitions, and consequently no actual breach of faith, yet it seems likely enough that there was some expectation that the withdrawal of one petition would be followed by the withdrawal of the other.

There are other portions of the statement of our contemporary which have also appeared elsewhere, and of which we think both Mr. James and Mr. Barclay have a right to complain. It is too bad to assert that one side was as bad as the other after an opportunity of proving that to be the case has been neglected. Mr. Serjeant Cox, when petitioned against, made recriminatory charges against Mr. James, but declined to offer any evidence in support of them. He was unseated because his partizans had paid the barrister's court-money to persons who had not attended the barrister's court, and without having any reasonable ground for supposing they had done so. They also paid money to persons not members of the association—or at all events allowed persons to become members after the holding of the court for the purpose of receiving the money. Now, it was proved on the other side that the Liberal Registration Association had only paid the five shillings to those of their own members who had actually attended the court, and that they refused to allow persons, even when they had actually attended the court, to become members of the association for the purpose of receiving the money. It is quite clear that it is legal for a number of voters or claimants to subscribe, say, one shilling each, in order to provide funds out of which such of them as are objected to, and consequently have to attend the revision court, should be paid for their time and trouble in so doing. This was stated in evidence to be all that was done by the Liberal Association, and no evidence to the contrary was offered. Probably also this was all that Mr. Serjeant Cox supposed was done on his side, but unfortunately it was proved that persons for whose acts the judge held him responsible had made these payments utterly irrespective of the considerations which would make them legal. The decision of Mr. Justice Blackburn in this case is a very instructive one; of its soundness there has been, and can be, no doubt. It is said that a petition is now to be presented against Mr. James, in order to establish the charges abandoned on the last occasion. Probably it is competent for an elector of the borough to petition within twenty-one days after Mr. Justice Blackburn's decision seating Mr. James was reported, but we much doubt the success of the experiment if it is made.

A RECENT CASE in the Uttoxeter County Court (a short account of which we have borrowed from a contemporary) raises—not, however, for the first time—an odd question as to the right of a railway passenger to terminate his journey at a station short of that for which he has taken his ticket. It seems that the railway communication between Derby and Norbury being rather circuitous, the company, in order to compete with the road conveyances which travelled by the directer route, have been conveying passengers between Derby and Norbury at very reduced fares; in fact, the fare from Derby to Norbury was lower than the ordinary fare from Derby to Ashbourn, an intermediate station. In consequence of this a man wanting to go to Ashbourn, took a ticket for Norbury and alighted at Ashbourn. The company thereupon sued him for the difference of fare. The judge, Mr. Spooner, decided in their favour. The newspaper account of the case is exceedingly meagre, but, so far as it goes, it seems to us exceedingly probable that this decision was erroneous. When anyone contracts with a railway company to be conveyed to a certain place, and takes his ticket accordingly, the company have no right, that we know of, to prevent his leaving at any intermediate station at which the train may stop; they cannot, in fact, compel him to go the whole distance. Nor, as we understand it, is the case altered by the company printing on the ticket that it is only to be "available" at the station named thereon. There may be an exception to this rule where there was a special consideration, as where the company lower their fare for the especial accommodation of people going to a flower-show or review. In the present case, however, there seems to have been nothing of this kind, the reduction of fare being made by the company for purely competitive purposes.

THE MEMBERS of the legal profession are invited by the Secretary of the Jurisprudence Department of the Social Science Association to attend on Monday evening, at eight o'clock, to hear a paper, "On the best site for the New Law Courts," read by Mr. T. Webster, Q.C. We print this week the report of Mr. F. W. Shields, C.E., referred to in our last.

THE EFFECT OF A FOREIGN JUDGMENT.

Vattel says (B. 2, ch. 7, s. 84), that when once a cause in which foreigners are interested has been decided in form, their own sovereign should not hear their complaints, and that to undertake an examination of a definitive sentence is an attack on the jurisdiction of the sovereign who passed it. But this postulates that the deciding Court should have had jurisdiction over the cause, the parties, and the thing.

Where the proceeding is *in rem*. (the jurisdiction having been properly exercised) the judgment of a foreign Court is (subject to the exception to be noticed presently) conclusive; because obviously, the law administered is the *lex fori*, and the *res* proceeded against, being within the jurisdiction of the Court, is amenable to the *lex fori*. It is otherwise as to proceedings *in personam*, a foreign subject not being personally liable to the jurisdiction of the Court.

As to the extent to which foreign judgments *in personam* may be reviewed, a distinction has been taken between a proceeding to enforce the judgment and the setting-up of the judgment in bar of a subsequent proceeding. The notion was that in the former case the sovereign in whose dominions the foreign judgment was sought to be enforced was not bound *jure gentium* to enforce it, and, doing it as an act of grace, might examine into its foundation and merits, in order to be assured that, in granting this grace, he was doing justice; but that, in the latter case, the matter being *res judicata*, the defendant ought not to disturb it again by bringing another suit in another country. This distinction is enunciated by Chief Justice Eyre, in *Phillips* v. *Hunter*, 2 H. Bl. 410 (and see Story, Conflict of Laws, s. 598, *et seq.*). It certainly savours somewhat of casuistry and the happily obsolete logic of the schoolmen, and has not been adhered to in later times: *vide Woodburne* v. *Plummer*, 1 B. & Cr. 625, in which the Court examined a foreign judgment pleaded in bar, and other cases cited by Story. And we may take it for granted that the English Courts will now deem it competent to them to examine foreign judgments *in personam*, whether themselves the foundation of the action or pleaded in bar of a proceeding commenced in this country. The Master of the Rolls, indeed, in *Reimers* v. *Druce*, 23 Beav. 155, considered that there might still be some difference as to the extent to which a foreign judgment is examinable, according as it is alleged by a plaintiff in *assumpsit*, or by a defendant, in bar.

As to proceedings *in personam*, grounded on contract, there are two fundamental principles very firmly established as a part, not only of English law, but of that *jus gentium* which should be observed by all Courts. First, that all questions of the construction and effect of the contract are to be determined by the law of the country where the contract was made, *lex loci contractus*. As if the law of the country directed that no contracts of a particular class should be valid unless witnessed in a particular manner; then a contract not so witnessed, being of no effect by the *lex loci contractus*, would also be of no effect in a foreign country; secondly, that as to the remedy founded in the contract the *lex fori* is the law to be administered (Lord Brougham, in *Don* v. *Lippman*, 5 Cl. & F. 13)—*e.g.*, as to periods of limitation. (See *Pardo* v. *Bingham*, 17 W. R. 419). The inherent reason and justice of these principles is sufficiently obvious. They have been expressed somewhat clumsily by Lord Tenterden in *De la Vega* v. *Vianna*, 1 B. & Ad. 28, as follows—"A person suing in this country must take the law as he finds it. He cannot, by virtue of any regulation in his own country, enjoy greater advantages than other suitors here. And he ought not therefore to be deprived of any superior advantage which the law of this country may confer," and much more happily by Eyre, C.J., in *Melan* v. *Fitzjames*, 1 Bos. & P. 138, thus—"What is no personal obligation in the country in which it arises cannot be raised into one by the laws of another. If it be a personal obligation here it must be enforced here in the mode pointed out here by the law of this country. But what the obligation is must be determined by the law of the country where it was entered into; and then this country will apply its own law to enforce it."

But even a judgment *in rem* may be disregarded by the Court of another country, if gross injustice be apparent on the face of it. Or, as it seems, if it be apparent on the face of it that it proceeded in such a disregard of the law of another country as is contrary to the usage and comity of nations. As to the last question, the common law judges, indeed, differed in the Exchequer Chamber, in *Castrique* v. *Imrie*, 9 W. R. 455, 8 C. B. N. S. 415, in 1860; but the present Lord Chancellor, in the course of his decision in *Simpson* v. *Fogo*, 1 H. & M. 195, "confessed that he yielded to the view of that section of the judges who considered, in the case of *Castrique* v. *Imrie*, that even a judgment *in rem* may lose its binding force where there appears on the face of it a perverse and deliberate refusal to recognise the law of the country by which title has been validly conferred." And, of course, fraud will invalidate anything. But a judgment *in rem* will not be reviewed if the foreign Court has only *misconceived* our law. The French Court, in *Castrique* v. *Imrie*, had done that, and the Exchequer Chamber refused to interfere with their judgment *in rem*. For the comity of nations cannot be said to have been infringed, if the foreign Court has attempted, though unsuccessfully, to pay the proper regard to our law. Obviously, it *is* a reason for reviewing foreign judgments *in personam*, that the foreign Court misconceived our law: *Novelli* v. *Rossi*, 2 B. & Ad. 757.

Naturally enough, those questions on foreign judgments are prone to arise with relation to foreign-going ships, and it may sometimes be a nice question whether the foreign proceeding be *in rem*, like some of our own Admiralty proceedings, or *in personam;* upon which question information may be obtained from the cases of *Re The Bold Buccleugh*, 7 Moo. P. C. 267; and *Castrique* v *Imrie* (*ubi sup.*).

As to the *extent* to which a foreign judgment *in personam* is examinable.

It follows from the nature of the subject that the foreign judgment, so far as it deals with the pure merits of the case—*i.e.*, the merits of fact, it is not examinable: *De Cosse Brissac* v. *Rathbone*, 6 H. & N. 301.

Where it was established that the foreign Court had jurisdiction, and that the parties were regularly brought before it, a plea of the substance and effect of the foreign judgment was held a sufficient answer to a bill by one of the parties subsequently filed in England, and that it was considered unnecessary to set out the proceedings and the judgment at length: *Ricardo* v. *Garcias*, 12 Cl. & F. 368. The Vice-Chancellor had thought that the reasons for the judgment did not sufficiently appear, but the House of Lords overruled him. And it appears from this case, and those cited in the argument, that if the substantial grounds of the foreign judgment are given, that is enough, because that will be enough to enable the Court to determine whether or no the foreign Court did misconceive our law or disregard the comity of nations.

If the foreign Court, in deciding, merely administered an actual portion of the legislation of its own country, then its judgment cannot be reviewed in this or any other country, unless the piece of legislation in question is in itself an infringment of the comity of nations (*e.g.*, some peculiar principle of legislation which has not been recognised by the civilised world at large—as though by the local legislation of some country it were enacted that ships should forfeit their neutrality if they contravened certain regulations not acquiesced in by the rest of the world: Vice-Chancellor Wood, in *Simpson* v. *Fogo*, 1 H.& M. at p. 226.) Because, subject to the above exception, foreign legislatures can make what laws they like, and, the world at large having notice

of them, if individuals choose to bring themselves under their operation, it is their own fault. Thus, in *Simpson* v. *Fogo*, 1 J. & H. 18, 8 W. R. 407, 1 H & M. 195, 11 W. R., 418—where Vice-Chancellor Wood disregarded a judgment of the Supreme Court of Louisiana, because it was founded, contrary to the comity of nations, in a disregard of the *lex loci contractus*—the Vice-Chancellor carefully pointed out this,—and it seems that if the legislature of Louisiana had passed a special Act, saying and giving notice to all the world that they would not recognise a paper title to a chattel (just as our own Bankruptcy Law has done), a decision of their Court, founded on that enactment, would never have been disregarded over here. And *Simpson* v. *Fogo* usefully illustrates this distinction between foreign statute law and foreign judge law. The Court of Louisiana, it seems, refuse to recognise transfers of chattels without possession. The owner of a ship mortgaged her in England the mortgage being duly registered and effective according to our law. At New Orleans the ship was attached, in a suit by some Louisianian creditors against the owner of the ship. The Court there refused to recognise the mortgagee's title, thereby clearly disregarding the *lex loci contractus*, and the ship was sold under the attachment. The purchaser having brought her into English waters, Vice-Chancellor Wood, upon bill filed against him by the mortgagees, disregarded the judgment pronounced in Louisiana, and declared the mortgagees entitled to the ship upon the trusts of their mortgage deed.

Upon the strength of this case it has been argued that the English Court of Chancery will restrain a party subject to its jurisdiction from suing in a foreign court in which he knows that the rights of the defendant will be disregarded. The Court has clearly jurisdiction to restrain a party from suing in a foreign court; the case is analogous to an injunction against an action at law, and the Court coerces not the foreign Court, but the individual whom it would forbid to resort thither. But in such a case as this the Court will not restrain. It will refuse to place an English subject at a disadvantage by forbidding him to do what every one else in the foreign country might do. So in *Liverpool Marine Credit Company* v. *Hunter*, 16 W. R. 1090, where the shipowner was indebted to a firm carrying on business both in England and Louisiana, and these creditors, being well aware that the plaintiff had an English mortgage of the ship, on the ship being sent to New Orleans, brought two actions against the shipowner, and had the ship attached. As the Court at New Orleans did not recognise the mortgagees' title, the mortgagees gave the creditors bonds for the amount of the debt, and so obtained a release of the ship. They afterwards filed their bill against the creditors, praying they might be restrained from suing on these bonds. But Vice-Chancellor Wood, affirmed by Lord Chelmsford, refused the prayer, the Vice-Chancellor observing that to grant it would place Englishmen in Louisiana at great disadvantage, by preventing them from doing what every one else there could do, and Lord Chelmsford saying that he did not see on what principle it could be contended that "if a creditor pursues the property of his debtor to a foreign country where he knows that the rights of a third person in that property will be disregarded, he can be considered to have acted so unjustly and inequitably towards that person" as to entitle him to the interference of the court of equity.

RECENT CASES ON POOR-LAW RATING.

No. II.

In the next case, *The Talargoch Mining Company* v. *The Guardians of the St. Asaph Union*, 16 W. R. 860, L. R. 3 Q. B. 478, the appellants were the occupiers of a lead mine, and had been rated in respect of an artificial watercourse, which they had constructed, for the length of about a mile and a half, over the land of third parties, for the purpose of diverting water from a natural stream, and bringing it to work an engine in their mine. They could not be rated for the mine, since coal mines alone are mentioned in the Act of Elizabeth; and in *Rex.* v. *Bilston*, 5 B. & C. 851, it was held that the occupiers of an iron stone mine were not rateable for an engine erected for the purpose of working it, since it was to be considered as part of the mine itself. So here it was contended that the watercourse was for the mere purpose of working a mine that was not itself rateable. But the engine in the *Bilston case* was erected in the mine itself, and Blackburn, J., intimated that if it had occupied land he should have hesitated to agree with that decision. The watercourse here was not part of the mine, but passed over the land of third parties, to whom the mining company, who were in exclusive occupation of it, paid a rent. The company therefore was rateable in respect of its occupation of it; and it would not have been easy to decide otherwise, seeing that it was long ago laid down, in *R.* v. *Bell*, 7 T. R. 598, that a tramway from a mine used only to carry away the ore, and passing over the land of third parties, was not exempt; though an underground tramway at the bottom of the mine itself would be, provided, of course, that the mine itself was not rateable, inasmuch as it would be part and parcel of the mine. But at what value was the mining company to be rated for this watercourse? at the agricultural value of the land it passed over, or at the value of the land as enhanced by the water flowing over it? The answer is to be found by inquiring what the hypothetical tenant from year to year under the Parochial Assessment Act might reasonably be expected to give for it. If both land and watercourse belonged to some third person, the mining company would hire them if they could, and the rent they would pay would be the true rateable value; at all events it is clear that the land would be worth more to the hypothetical tenant with the water flowing over it than without it. We have often expressed our opinion that there is now no good reason for the exemption of mines other than coal mines from poor-rate. The exemption was expressly recognised by Lord Mansfield in *The Lead Smelting Company* v. *Richardson*, 3 Burr. 1341, but has since been doubted by Tindal, C.J., in *Crease* v. *Sawle*, 2 Q. B. 862, and by Lord Tenterden in *R.* v. *Sedgley*, 2 B. & Ad. 65, and is now we see flatly denied by Mr. Lumley, the assistant secretary to the Poor Law Board; it has, however, always been acted on. But, assuming the exemption, why should it be maintained? Lead and other mining is no longer the hazardous and costly venture compared with coal mining that it was in the days of Elizabeth, and a lead mine is just as likely to bring chargeable poor into a parish as a coal mine; indeed, more so, as working in it breaks down the health of the miners at a very early age. If the Legislature were less occupied with exciting subjects, we might hope to see this question receive fair attention at its hands; but it seems, from a statement of Mr. Goschen in the House of Commons, that nothing will be done in the matter this year.

In the next case, *Reg.* v. *Watson*, 16 W. R. 977, L. R. 3 Q. B. 762, the simple question was whether a district could belong to one parish for ecclesiastical purposes, and to another for civil purposes, and the Court, upholding the continuance of a state of things that had long existed, held that it could. The case requires no comment at our hands.

In *Watkins* v. *The Overseers of Milton*, 16 W. R. 1059, L. R. 3 Q. B. 350, one William Watkins was rated, according to the valuation list under the Union Assessment Committee Act, for "land and coal-hulk thereon . . . estimated extent 1,600 tons;" by which was meant that he was rateable as occupier of that part of the bed of the Thames to which his coal-hulk was moored, as enhanced in value by the use to which it was put. The bed of the Thames at Milton is vested in the conservators of the river, who had fixed in it permanent iron screw moorings for the use of Watkins' hulk, which was a large floating coal depot for coaling vessels

passing in the river. The hulk, which never touched the bottom, was attached to these moorings by virtue of a written agreement, whereby the conservators granted to Watkins, in consideration of his paying them £30 a year to maintain the moorings, "liberty and license to fasten, &c., his coal-hulk, &c., until either party shall have given to the other one calendar month's notice in writing to determine and put an end to this license." It was clear that the moorings were so attached to the soil that if Watkins occupied them he would occupy the soil. But an easement or privilege is not rateable, *R.* v. *The Mersey Navigation*, 9 B. & C. 95, and the question was whether upon the agreement between Watkins and the conservators he was anything more than a licensee. It seemed to be admitted that he had the exclusive possession of the moorings, and that it would be a violation of their agreement if the conservators allowed other barges to be moored to them. But so, a mere lodger may have exclusive possession, and a right to sue his landlord if anyone else is put into his rooms; and yet he is not rateable, because he is not the occupier. Moreover, the agreement, so far from expressly creating a demise, treated the right granted as a mere license. Accordingly the Court held that Watkins was a mere licensee, and therefore not rateable as an occupier. A very similar case was decided last Michaelmas Term, (*Grant* v. *The Local Board of Oxford*, 17 W. R. 76), where it was sought to rate the Secretary to the Oxford University Boat Club, for a barge moored to posts in the bed of the river. The soil of the river was vested in the Corporation of Oxford, but it did not appear by whom the posts had been erected, and the University Boat Club could not have prevented other persons mooring boats to them. The Boat Club therefore had no exclusive possession of the posts, and therefore could not be rated as occupiers. In the Oxford case there was no exclusive possession; in the Milton case there was no occupation; but the two must be combined to constitute rateability. If these two requisites had been complied with, the barges in both cases would have been rateable, in accordance with *Reg.* v. *Forrest*, 6 W. R. 279, where a waterman's company was held rateable for a landing pier for steamboat passengers, which consisted of two barges, anchored in the river, and fastened by a chain to the shore. The fact that one of these barges rested at low water on blocks in the bed of the river, we apprehend, makes no difference.

The only other cases in 16 W. R. directly on the subject of poor law rating are *The Justices of Lancashire* v. *Cheetham*, 16 W. R. 124, L. R. 3 Q. B. 14, which we commented on *ante* vol. xii. p. 677, and *Stamper* v. *The Churchwardens of Sunderland*, 16 W. R. 1068, which we commented on *ante* vol. xii. 781, and vol. xiii. 93; we shall, therefore, make no further allusion to them here.

The subject of rating has, however, been incidentally discussed this year in the Parliamentary registration cases. In *Jones* v. *Bubb*, 17 W. R. 205, it was held that a rate was not made within the Representation of the People Act, 1867, till it was completely made, *i.e.*, made by the parish officers, allowed by the justices, and published. Allowance has long been held a merely ministerial act, which the justices cannot refuse to perform. It is not clear on what grounds it was so held, but at any rate allowance must now be considered part of the making of the rate under the Acts relating to the franchise. In *Ainsworth* v. *Creeke*, 17 W. R. 229, it was held that the rate could not in any sense be said to be made under these Acts till the declaration at the foot of it required by the Parochial Assessment Act was signed by the parish officers. These, being decisions on the statutes relating to the franchise, would not necessarily apply in questions under the Poor Law Acts; but we have briefly mentioned them because they would at least furnish valuable illustrations.

Of all the cases we have been considering, in only two was the rateability of the subject-matter in question affirmed, and one of those was an Irish case. We cannot, therefore, say that the decisions of last year have enlarged the area of rateability; but they have done something towards simplifying the law of rating. The fact that there are not more rating cases shows that the law on the subject is now tolerably settled, and this may well be so since *Jones* v. *The Mersey Docks*. The proper principle of railway rating is still, however, *vexata quæstio*, and the reason why no railway cases appear in our list is, we conclude, because the expense and trouble of investigating railway accounts, so as to support a rating appeal, are so great, and the companies have of late become more economical. The public attention has been a good deal directed during the past year to local taxation, and its incidence; and though we are not to have either a royal commission, or a committee of the House of Commons on the subject, the Government have pledged themselves to consider it as soon as they have disposed of their Irish measures. The same kind of promise has been often made before, and not redeemed; we trust, however, that when the returns moved for by Mr. Ward Hunt last session are before the House the convenient season may really arrive. The subject is no doubt a vast one, but there is one clear object which those who may hereafter have to deal with it should distinctly keep in view, viz., the extension of the law of rating to all localised property, real and personal alike. The more the matter is discussed, the more we are convinced will the justice and disirability of this object be seen, and the time will some day come when a measure to carry it into effect will be demanded by general consent. For want of greater measures now we must make the most of Mr. Goschen's endeavours to promote uniformity of assessment.

RECENT DECISIONS.

PRIVY COUNCIL.

LIABILITY OF BANKER FOR THE SAFE CUSTODY OF SECURITIES DEPOSITED BY CUSTOMER.

Giblin and Others v. *M'Mullen*, P. C., 17 W. R. 445.

Ever since the decision of the great case of *Coggs* v. *Barnard* (1 Sm. L. C. 4th ed. 147) in 1704 it has been clear law that one to whom goods have been given to keep is liable for any loss or injury to them, if caused by his negligence, although he receives no consideration for taking care of them. If the goods are lost or injured without any negligence on his part he is not liable. The amount of negligence which will give rise to this liability is denominated in *Coggs* v. *Barnard* "gross negligence," and this term has since been frequently used in that sense. The expression is not an accurate one, and it has been severely criticised by several judges of late years. The rule of law, however, that a gratuitous bailee of goods is liable for negligence is never doubted, although there is some difference of opinion as to the best way of expressing the kind of negligence for which he will be held liable.

This rule has a very wide application, as it governs all gratuitous bailments. Until now, however, there has been no reported case in which the rule has been applied to the deposits of securities so commonly made by customers with their bankers. The great increase of late years of property represented by foreign bonds, shares in railways and joint-stock companies, and other similar securities, has rendered safe keeping places for property of great value and little bulk an absolute necessity. The consequence is that a very large proportion of these securities are deposited by their owners with their bankers, who have, of course, great facilities for safely keeping such valuables. In *Giblin* v. *M'Mullen* the bankers' liability for the loss of some railway debentures so deposited was in question.

The plaintiff, a customer of the defendants, deposited the debentures with the defendants, and one of the de-

fendants' officers stole them. The evidence showed that the defendants had used all ordinary precautions to ensure the security of their customers' property deposited with them; but there were also additional precautions which might have been but were not taken. The legal point for decision was whether the defendants were bound to use the utmost possible care, or whether usual and ordinary care was sufficient to relieve them from liability.

The case was an appeal from the colony of Victoria, but it was decided according to the principles of the English law. The Court laid down the general rule thus:—"it is clear, according to the authorities, that the bank in this case were not bound to more than ordinary care of the deposit instrusted to them, and that the negligence for which alone they could be made liable, would have been the want of that ordinary diligence which men of common prudence generally exercise about their own affairs." The Court then decides as a matter of fact that "no one can fairly say that the means employed for the protection of the property of the bank and of the plaintiff were not such as any reasonable man might properly have considered amply sufficient." In accordance with this view they held that the defendants were not liable for the loss of the plaintiff's debentures.

This decision may possibly cause some surprise to those not acquainted with the principles of our law of bailments, but if regarded from a purely legal point of view it is of but little importance. Banks which receive their customers' property for safe custody have hitherto been supposed to be, and, under the authority of this case, still are, bound to take all reasonable care of property deposited with them. If for want of such care the property is lost, the bank is liable, but if, notwithstanding all ordinary diligence, a loss occurs, the bank is not liable. They do not insure the safety of the property deposited, they only undertake to employ reasonable care in preserving it.

If it should be desired to make a deposit with a banker perfectly safe, the customer should contract that the bank should *insure* the safety of the deposit. Such a contract as this would render the customer absolutely safe against all risks, except the inability of the bank to discharge its liabilities. Considering the great value of the property deposited, and how seldom it is that any is lost, it would seem easy enough to establish some system by which the customer might have the safety of his deposit absolutely guaranteed on the payment of a small per centage upon its value.

It is worthy of remark that it was admitted in argument, and all through the judgment it was assumed, that the defendants were gratuitous bailees, that is, that they received nothing for their trouble in taking charge of their customers' property. We should have thought that it was at least arguable that the care of customers' securities, &c., was one of the inducements held out to the customer of the bank, and if so, the bank did in fact receive a consideration for the deposit, because the right to deposit was one of the terms on which the customer kept his account at the bank. This point was given up, and the judgment proceeds on the contrary assumption. The decision, therefore, is based on the assumption that the deposit was without consideration, and the judgment seems also to imply that a gratuitous bailee might not be liable under circumstances which would have rendered him liable if he had been paid. This is nowhere directly stated as a proposition of law, but it is to be gathered from the tone of the judgment. It follows consequently that in any case where a bank is in fact paid for taking care of property, or even if it could be successfully argued that an ordinary deposit by a customer is really not gratuitous, as we have above suggested, the case of *Giblin* v. *M'Mullen* will not be a conclusive authority as to the liability of the bank for the loss of property deposited with them, although it is probable that the result would be the same whether the bank was or was not paid for the deposit, unless it was specially agreed that the bank should be liable for *any* loss.

The judgment contains an examination of the meaning of the expression "gross negligence," which seems to have met with the approval of the Court as a convenient mode of expressing the negligence for which gratuitous bailees are liable. If the mere fact of payment does really alter the liability of a bailee, the expression is perhaps useful, but if (as appears to us) payment alone does not necessarily affect the bailee's liability, the expression is worse than useless, as it points to a distinction between two kinds of bailments which does not really exist. The whole judgment bears marks of want of care and consideration, and it is open to much criticism on this account. The conclusion arrived at is undoubtedly in accordance with previous authorities, but the drift of the judgment and the *dicta* with which it is filled are extremely unsatisfactory, and can hardly fail to produce mischievous consequences. This, however, is a subject too large to be discussed here at present, so we now merely notice the practical effect of the judgment.

EQUITY.

GAS COMPANY BREAKING UP STREETS WITHOUT STATUTORY AUTHORITY—TRIFLING INJURY NOT RESTRAINED BY INJUNCTION.

Attorney-General v. *The Cambridge Consumers' Gas Company*, L.J., 17 W. R. 145.

Our readers will remember that when this case came before Vice-Chancellor Malins (16 W. R. 1007) that learned judge was of opinion that the leading case on the subject, *Attorney-General* v. *Sheffield Gas Company*, 3 D. M. G. 304, had been modified, if not virtually overruled, by subsequent decisions, especially at law, and so decided that the breaking up the streets of a town by a private gas company, without the authority of Parliament, is a nuisance so serious and important as to justify the Court in interfering to restrain it. His Honour's opinion has not been followed by the Lord Justices, who have rehabilitated the authority of the *Sheffield case*, and dismissed with costs the information and bill, by which it had been sought to restrain the gas company from proceeding with their works. That the tearing up of the streets for any such purpose is a serious and important nuisance few who live in towns will deny; but the question in this and similar cases is, not whether the acts of the offending party are a nuisance *pur et simple*, but whether they amount to such a nuisance as to justify an injunction. If they do not, there is still a remedy at law. If a private person or a private association dig a trench in the street, and a passer-by falls into it, he may bring his action for damages; if by good luck he escape falling into it, he may still indict those who dug it for the nuisance; but only where the nuisance is of a continuous character, or where the injury is irreparable, will an injunction be granted in equity when there is a concurrent remedy at law. The present case is governed by the *Sheffield case*, and we have it on the authority of Lord Justice Selwyn that that case does not establish a general right for every gas company, without the authority of Parliament, to dig up the streets without the peril of an injunction. All that the case in question really establishes is, that injunctions are not obtainable, as of course, in these cases. Persons and associations who proceed with these undertakings without parliamentary authority are always in danger of indictment, and *may* become in danger of restraint by injunction, and sooner or later find it the better course to apply to Parliament for statutory powers, as the Electric Telegraph Company did when erecting its posts along the public highways. Every case of this nature must be taken on its own circumstances; and those in the *Cambridge case* were not, in the opinion of the Lords Justices, so strong as those in the *Sheffield case*.

Much inconvenience was contemplated by the townspeople in consequence of these proceedings of the gas

company, and perhaps no inconsiderable inconvenience may have been experienced by them collectively; but the informant's case broke down in an essential point, as no specific instances of injury to persons or irreparable damage of property were produced. Yet evidence of this nature nature seems to be invariably required by the Court before taking the step of granting an injunction.

The present decision, taken with that in the *Sheffield case*, must be deemed to have established beyond dispute the principle that cases of this description are not exceptions to the general rule of equity, that the Court will not interfere by way of injunction to restrain a merely temporary nuisance of a trifling nature. No case at law can affect the truth of this doctrine, inasmuch as courts of law can and do measure even slight nuisances by imposing corresponding damages; while the serious and irreparable results of an injunction are only adapted to cases where the wrong is also serious and irreparable.

REVIEWS.

The Law of Railway Companies, comprising the Companies Clauses, the Lands Clauses, the Railways Clauses Consolidation Acts, the Railway Companies Act, 1867, *with the General Orders and Rules thereon, and the Regulation of Railways Act*, 1868, *with notes of all the cases decided on those Acts, and an appendix containing all the other material Acts relating to railways, and the Standing Orders of the Houses of Lords and Commons.* By HENRY GODEFROI, of Lincoln's-inn, and JOHN SHORTT, of the Middle Temple, Barristers-at-Law. London: Stevens & Haynes. 1869.

We have given at full length the whole title of this work, in order to explain its character in what we presume the authors consider the shortest language that will effect that object. The short title should rather be "Railway Acts with Notes," than "The Law of Railway Companies," although as railway law of necessity consists entirely of statute law, together with the cases decided on the statutes, perhaps the two expressions are really synonymous. The form of the work is in some respects peculiar, but seems to us admirably adapted to the subject. The more important Acts, those set out in the title, are given first, together with very full notes, which in some instances almost amount to short treatises on particular branches of the subject. This part is paged with ordinary numerals. Then follows what is called an appendix, of nearly 300 pages, which differs from the former part of the work in the Acts contained in it (thirty-three in number) being of rather less importance, in the character of the notes, which are much fewer, and consist principally of cross references rather than notes of decisions, and in the paging being in Roman letters. Both portions of the work are included in the same index. At the top of each left hand page are given the Act and section set out or commented upon below, while at the top of each right hand page the subject of the section or notes is given. There are also marginal notes to the notes as well as to the statutes. As the notes on one section frequently extend over several pages, these small conveniences become of considerable importance, as they enable the reader to know his whereabouts without turning over pages. Altogether it is, considering the complication of the subject, one of the easiest books to find one's way about in which we have often come across. When we add to this that the case references are usually given to several series of reports, sometimes as many as five, that the type and paper are good, and the index an unusually full one, we have already said very much in favour of the work. There is but one point in which we have to find fault with the mechanical execution of the work, and that is, in the matter of correcting the press in the first instance. The list of addenda and corrigenda is a very long one, and consists almost entirely of corrigenda with but few addenda. Probably these corrections may include all the errors in the text, but as to some of them it is difficult to see how they could have been passed over in the first instance.

Where the workmanship in a law book is good, and shows care well bestowed upon matters so important for the convenience of the reader, as the general arrangement, the references, and the index, we usually expect to find it good also in the manner of dealing with the subject generally, and especially in the completeness of the notices of recent cases; so it appears to be in the present case. We may instance a few branches of railway law upon which there have been recent decisions, which appear well and concisely given in the notes:—*Scire facias* against shareholders—Taxation of costs on compensation inquiries—What compensation is recoverable—Mines and the Right to support—Rating of railways, and Liability of railway companies as carriers of passengers, passengers' luggage, and goods. The last subject is contained in a note on the 89th section of the Railway Clauses Act, which collects many cases illustrating the law as to negligence generally, as well as the negligence of railway companies. In dealing with the law of compensation for injurious affection, the authors have done wisely in omitting most of the cases so far overruled or qualified by recent cases as to be more likely now to mislead than not. Where they are noticed at all it is merely as cases which the reader may consult and compare with the more recent authorities. Besides giving more at length the facts and judgments in *Ricket* v. *The Metropolitan Railway*, the case is in several places referred to in support of the proposition, that in order to recover compensation for "injurious affection" the damage must be done to the land itself, and be not a damage to the owner resulting from a mere temporary obstruction. Probably this may be all that *Ricket's case* really decides, and certainly the word "temporary" occurs several times in the various judgments. At the same time we think it a mistake to suppose that there is any difference between the principle upon which compensation is recoverable for a temporary and for a permanent obstruction. Of course, however, where the obstruction is temporary there is more reason for coming to the conclusion in fact that the damage done is rather a personal injury to the owner than an injury to the land.

So far it will be seen we have referred only to notes, consisting principally of references to common law cases. What may be called the equity portion of the notes, is less satisfactory in point of accuracy than the common law part; indeed, it contains one or two bad errors. Its method, however, is entitled to praise; the references are for the most part well selected, well assorted, arranged, and digested, and the pages are not, as in books of practice we sometimes find them, overloaded with columns of headnotes taken without collation or arrangement, simply because they refer in some way to the point in hand. And praise is due to the manner in which the decisions primarily on other subjects than railways, but involving principles germane to questions arising in railway cases, have been selected and incorporated in the work. Here we must make one or two corrections.

At p. 76, while upon the subject of bills to restrain acts *ultra vires*, filed by a plaintiff suspected of being a mere tool or dummy, it would have been well to give the short principle of Lord Chelmsford's decision in *Bloxam* v. *Metropolitan Railway Company*, 16 W. R. 490,—viz., that the Court will entertain the suit, though the plaintiff may have consented to become the instrument of others, if for that purpose he has chosen to acquire a *bonâ fide* interest in the company.

Secondly, at p. 83, upon the topic of suits to restrain an application to Parliament, where the company have previously contracted with the plaintiff not to apply for a particular purpose, the effect of Vice-Chancellor Wood's decision in *Lancaster and Carlisle Railway Company* v. *London and North-Western Railway Company*, 2 K. & J. 293, 4 W. R. 220, is entirely misrepresented. The author, after saying that the company may, after such an agreement, go to Parliament on public grounds, showing that it was injurious to the public interest, proceeds thus:—"According, however, to the opinion of Vice-Chancellor Wood, in the case last cited" (*ubi sup.*), "the Court of Chancery would have jurisdiction to prevent such an application to Parliament to be released from an agreement of this nature, although its inability to control another tribunal would induce it to use such authority very sparingly." This is a very unhappy blunder. In the first place the jurisdiction of the Court of Chancery to restrain such an application is undoubted, because the control is exercised, not over the other tribunal, but over the individual who proposes to resort thither, and the present Lord Chancellor never made the gross mistake here assigned to him. What he did say was that Parliament would consider the case, and if they thought the bill would be a public benefit, would pass it, duly compensating the plaintiff; if they

thought otherwise they would reject it: in the former alternative the Court, by interfering, would deprive the public of a benefit, in the latter the plaintiff would have his action for damages. It is a pity that the author has omitted the case of *Steele* v. *North Metropolitan Railway Company*, 15 W. R. 597, the last case on the point, the result of which is, shortly, that the Court claims the jurisdiction, but that practically no circumstances are imaginable under which it would be exercised.

Another omission is, that no notice is taken of the reversal (16 W. R. 1070) of the decision in *Imperial Mercantile Credit Association* v. *Newry and Armagh Railway Company* (16 W. R. 335).

Another correction which we have to make is of very minor importance, and reflects no discredit. As a point of practice, however, under the Lands Clauses Consolidation Act, it is worth notice. On section 74 (p. 224), with reference to the apportionment of the purchase-money for leaseholds between tenant for life and remainderman, *Re Money*, 2 Dr. & Sm. 94, 10 W. R. 399, is cited as to the principle to be applied. In 1866, however, Vice-Chancellor Kindersley, in a case of *Re Chamberlain's Trusts*, reported 10 S. J. 910, disapproved of his own decision in *Re Money*, and adopted another principle.

We shall be glad to welcome a second edition correcting these errors; the book is certainly worth one.

On the whole we have formed the opinion that this will be found a most useful book to the practitioner. It is not a student's book, but a book of practice, and it contains of course no original views upon the law. But as a digest of cases and index of the law it is good, and all that it contains is easy to find. In one respect it will be very cordially approved by our reader's clerks and office boys; the edges being planed so as to require no cutting.

The Law to Regulate the Sale of Poisons within Great Britain. By WILLIAM FLUX, Attorney-at-Law, Solicitor to the Pharmaceutical Society of Great Britain, &c. London: John Churchill & Sons.

This little book is an edition of two statutes, the Arsenic Act, 1851, and the Pharmacy Act, 1868. It contains nothing but the text of these Acts with an index, and with a few references to other statutes and to the charters of the Royal College of Veterinary Surgeons, and of the Pharmaceutical Society of Great Britain. The two statutes are not printed as they stand in the statute-book, but most of the sections are re-arranged in the text in what, we presume, the author considers their natural order. The whole of the Arsenic Act and a portion of the Pharmacy Act is also printed in an appendix.

The result of this arrangement is that the statutes are no clearer than before, while the reader never knows where to find any particular section. It would have been far better to have printed all the sections in their order, with notes after each section which the author wished to explain. This is the only shape in which small editions of one or two statutes can be made practically useful, and Mr. Day's book on the Common Law Procedure Acts is an example of what may be achieved by an edition in this form.

Notwithstanding this objection, however, Mr. Flux's book may be useful to any persons who may have occasion to make frequent references to these Acts, and who have not access to the statute-book. It is only a pity that a different plan was not adopted, by which, with less labour, a better result might have been obtained.

A Manual of Solicitors' Book-keeping; comprising Practical Exemplifications, with a Concise and Simple Plan of Double Entry, Forms of Account Books and Costs, &c. By W. BAYLEY COOMBS, Law Accountant and Draftsman. London: Butterworths.

Mr. Bayley Coombs' book appears to us to have been carefully and usefully prepared, and the directions and illustrations given as to solicitors' book-keeping in general are of such a nature that the work may be referred to with confidence, on any point relating to solicitors' book-keeping, as a safe guide to the subject. This is not merely a valuable addition to the library of every solicitor; it is a book that every articled clerk, now that the intermediate examination embraces book-keeping, will read with profit and benefit to himself. It may fairly be said to exhaust the subject on which it treats, and the author has adopted a system having the great advantage of simplicity, while he employs as small a number of books as is consistent with a clear and accurate record of the business of each day for the purpose.

We cannot altogether agree with Mr. Coombs' system of posting petty cash disbursements direct to the bills of costs, yet we agree with the author that there are some advantages in doing so. He has fairly discussed both the merits and demerits of the question, and not only as to those books which are absolutely necessary to a solicitor's business, but also those which as auxiliaries and which contribute so much to the order and convenience of the business of the general practitioner. We observe that some trifling errors have crept into the book which probably will be set right in future editions, as, for example, the reference to the page containing payments in the bills of costs, on page 69, is left in blank, and other references require checking. These, however, are slight in comparison with the worth of the book itself. We have little doubt that this work will gain a favourable place in the estimation of the profession and of law students, and will stand the best of all tests of the value of a book written professedly for practical men—the number of editions through which it will pass.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, March 18, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
2	0	2	8	17	18	17	15	19	25	19	17

VICE-CHANCELLOR MALINS.

March 12.—*Peatfield* v. *Barlow.*

After a decree, which ordered the costs of two defendants to be paid to the London agents of their solicitor out of a fund in court, but before those costs had actually been so paid, the country solicitor executed a composition deed, having at the date of the deed a sum in his hands belonging to these defendants exceeding the amount of their costs. Held, on petition by these defendants, that they were entitled, under the circumstances, to have their costs paid direct to themselves instead of to the London agents. Ward *v.* Hepple, 15 *Ves.* 297, *and* Waller *v.* Holmes, 9 *W. R.* 32, *commented on.*

In June, 1867, the Court, by a decree in this suit, ordered the costs of Mr. Barlow and his wife, two of the defendants, to be taxed, and paid, according to the ordinary rule, out of a fund in court to Messrs Few & Co., who had acted in the suit as London agents of Mr. Esam, a solicitor in the country, who was concerned in the suit as solicitor for Mr. and Mrs. Barlow. In June, 1868, before the costs had been paid to Messrs. Few, Mr. Esam executed a deed of composition for the benefit of his creditors, having at the date of its execution £228 4s. 8d. in his hands belonging to Mr. Barlow, which sum exceeded the amount payable to him by Mr. and Mrs. Barlow in respect of their costs of the suit. Under these circumstances, Mr. Barlow presented a petition praying that, notwithstanding the decree made in June, 1867, the costs thereby directed to be paid to Messrs. Few might be paid to himself, instead of to Messrs. Few & Co., his contention being that Messrs. Few were merely agents in the suit for Mr. Esam, and could not as against him (Mr. Barlow) have any better rights than his debtor, Mr. Esam. On the other hand, it was urged that the decree operated to give to Messrs. Few a lien on the fund in court, Mr. Barlow having had notice of the decree, and that Messrs. Few, in reliance on the well-established practice of the court of paying the costs of a suit to the London agent when payable, as in this case, out of a fund in court, had omitted to require from Mr. Esam payment of the costs which they had incurred as his agents, and which included many sums advanced in the course of the suit out of their private moneys.

Schomberg, Q.C., for the petitioner, Mr. Barlow, cited *Waller* v. *Holmes*, and also *Ward* v. *Hepple*, 15 Ves. 297, and other cases referred to in *Waller* v. *Holmes*.

J. Pearson, Q.C., and *Bardswell*, for Messrs. Few & Co., relied on the observations of Vice-Chancellor Wood in *Waller* v. *Holmes*, who there said that the Court gives all possible assistance to the town agent by enforcing any lien which the country solicitor is capable of giving.

MALINS, V.C., without hearing a reply, said that, as to the money in Mr. Esam's hands, Mr. Barlow's right was at any time to direct him to apply it in payment of what was due to him, and the virtual bankruptcy did not derogate from that right. No doubt the order in form directed payment to Messrs. Few & Co. direct, but it was in the character of London agents only, and Mr. Barlow had one solicitor only, and that was Mr. Esam. It was argued the direction for payment of costs to the London agent created a new right in them, but he could not yield to that argument. It was clear that if Mr. Barlow had paid Mr. Esam, Messrs. Few & Co. could have no better right than Mr. Esam himself had, and that rule was laid down by Lord Eldon (*Ward* v. *Hepple*), followed by the present Lord Chancellor. The petition must therefore, be acceded to as far as the sum in the hands of Mr. Esam extended. It was, however, a case of novelty and extreme right, and therefore there would be no order as to costs.

MIDLAND CIRCUIT.

Presentation to Mr. Justice Hayes.

On Friday morning, March 12. the solicitors of the city and county of Lincoln presented a congratulatory address to Mr. Justice Hayes, at the judge's lodgings.

Mr. Tweed, the town clerk, in presenting the address, said:—

"My Lord,—I have the pleasure, on behalf of the professional men of this city and county, to offer to you our sincere congratulations upon your elevation to the Bench; and to present to you this address which but faintly shadows forth the deep sentiments and feelings which they have towards your person. I have also to express to you their high opinion of your great legal attainments, and of the valuable services you have rendered to them and their clients during the period of your connection with the Midland Circuit. Your kindness, your generosity, your urbanity (which have been ever extended to all of us) make your appointment doubly welcome to us. We feel that if the Bar has lost one of its ablest lawyers, the Bench has become strengthened, ornamented, and dignified, that the profession through you has been honoured, and that we have received another proof that generosity, kindness, and great consideration for others are not incompatible with the highest and the noblest mental attainments. My Lord, it is our fervent wish that you may long live to adorn that Bench of which you are one of the most distinguished members; that you may long enjoy that dignity which you have so justly earned."

A similar address was also presented to his Lordship at Nottingham by the solicitors of the town and county.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

March 16.—*Larner* v. *Hayward.*

Equity—Redemption of mortgage—Laches.

This was an *ex parte* application on behalf of the plaintiff for an injunction to restrain the defendant from selling two houses, the property of the plaintiff, and of which the defendant was mortgagee. The parties are both builders, but the defendant is also a money lender, and had advanced a sum of £220 on two houses, taking security in the mortgage for £260, and requiring interest at five per cent. on the latter sum. Plaintiff had done work for defendant amounting to the mortgage debt less £59, and had drawn up a balance sheet showing that amount due, and offering to pay it. Defendant had taken no notice of the offer, but as the interest due on the mortgage had not been paid, he had foreclosed, and announced a sale to take place within two days of this application. Plaintiff was willing to pay the balance due by him into court to abide the hearing of his plaint, which prayed the Court to allow him to redeem his mortgage, on the ground that more money was due by the defendant to the plaintiff than was legally claimable by the defendant under the mortgage.

Wood, for the plaintiff, set forth the foregoing facts, which were supported by plaintiff's affidavit.

Mr. PITT TAYLOR said the plaint had only been filed that day, and the other side had not been apprised of the intention to make this application. It was true he had the power to make the injunction *ex parte*, but that was a power only to be exercised in extreme cases. In this case the plaintiff had delayed filing his plaint until a day or two before the day of sale, when he might have filed it in time to have given the other side sufficient notice of this application. There were no means of knowing at present whether the account in the balance sheet was correct or not, and to grant an injunction would be something like deciding that it was. He would, however, grant the injunction on one condition, namely, that the whole amount due under the mortgage with interest be paid into court forthwith.

The condition not being complied with the application was refused.

Sims v. *Rumsey.*

Broker's man's wages.

The plaintiff claimed six days wages' for being in possession for parish rates by instructions received from the defendant, who is broker or "arrear collector" for the parish of Lambeth. Plaintiff had been employed to distrain for rent, and while in possession the defendant came to the house with a warrant to enforce payment of rates. Finding plaintiff in possession, and knowing him, defendant handed his warrant to him, instructing him to act under it. After six days the rent and rates were paid, and the defendant then refused to pay the legal 2s. 6d. per day for being in possession, on the ground that plaintiff was paid for his time by the landlord, and he could not claim double wages. The tenant had been charged, and had paid the amount, and the parish had allowed it to the defendant, who had offered the plaintiff 5s. for his trouble.

Mr. PITT TAYLOR said although ordinarily a broker's man would not be entitled to double wages, he was in this case. The landlord paid him, and the defendant got paid for time as if he had been employed independently. He appeared to have served two masters efficiently, and the defendant must pay the amount claimed.

MANCHESTER.

On Mr. J. A. Russell, Q.C., the new judge, taking his seat, Mr. Kay, the registrar, having read the notice of the judge's appointment by Lord Dufferin, Chancellor of the Duchy of Lancaster,—Mr. Hopwood, barrister-at-law, addressed the judge, remarking that he was expressing the opinion of the members of the profession generally when he congratulated him upon his appointment. He had known the judge for many years, and his professional and private connection with him enabled him to say that his appointment was hailed with satisfaction by the Bar generally. Mr. Hopwood made a few remarks with reference to the late judge, Mr. Ovens, who had gained the esteem of every gentleman who had practised at the court, and whose place it was difficult to supply, although in Mr. Russell an able successor had been provided. Mr. Russell said the congratulatory remarks of Mr. Hopwood were as gratifying to him as they were unlooked for. He had no idea that on entering upon his new duties any public notice would have been taken of him. The best reply that he could make would be, not in words, but in acts, by endeavouring hereafter to discharge his duties in such a manner as to promote the interests of the public as well as the interests of the profession.

UTTOXETER.

(Before W. SPOONER, Esq., Judge.)

Right to alight at a railway station short of that for which a ticket is taken, where the fare charged for the larger distance was less than for the shorter one.

We take the following from the *Times*:—The North Staffordshire Railway Company brought an action against a person named Wibberley to recover 9d., being the difference in the fare on defendant's having travelled from Derby to Norbury on the plaintiffs' line, he having taken a ticket to Ashbourn, which is five miles beyond the first-named station. Mr. Tennant, for the company, explained that, although the sum sued for was small, the question involved was a very important one to the company. The route from Derby to Ashbourn by railway was circuitous, and in order to compete with the more direct conveyances by road the company ran trains between Derby and Ashbourn at a reduced special rate. The defendant,

taking a ticket from Derby to Ashbourn, had paid a smaller sum than he would have been required to pay for the lesser distance by rail from Derby to Norbury. It was contended that the defendant had acted from a desire to pay less than the proper fare. Defendant maintained that his getting off at Norbury would be no fraud upon the company, but a loss of a few pence to himself. His Honour gave judgment for the plaintiffs, remarking that railway companies' regulations must be enforced, especially when, as in this case, they were mutually advantageous to the company and the customer.

APPOINTMENTS.

Mr. Samuel Francis Hewitt, barrister-at-law, has been gazetted as a judge of the Assistant Court of Appeal in the island of Barbadoes, in the West Indies. The salary of each of the judges of this court, of whom there are three, is £450 per annum. Mr. Hewitt was called to the bar at the Middle Temple in January, 1862, and has hitherto practised at St Vincent and Barbadoes.

Mr. John Dale, Solicitor, of Helston, Cornwall, has been appointed, by the Corporation of Helston, to be clerk of the peace for that borough in the place of Mr. Arundel Rogers, lately deceased. Mr. Dale took out his attorney's certificate in Hilary Term, 1863.

Mr. Arthur Burch, of the firm of Saunders & Burch, Solicitors, Exeter, has been appointed secretary to the Lord Bishop of that diocese, in the place of the late Mr. Ralph Barnes. Mr. Burch was certificated as an attorney in Easter Term, 1853, and is a member of the Solicitors' Benevolent Association.

GENERAL CORRESPONDENCE.

Legal Education—Prizes.

Sir,—May I ask you to kindly insert this letter in your next week's issue. Some twelve months or more ago Mr. Murray, a gentleman on the Council Board of the Law Institution, offered generously a sum of £1,000 Consols. to found an annual prize for candidates for admission as solicitors. I should be glad to learn from you or some of your numerous subscribers why the council are keeping back the prize. Are the present generation of young solicitors to profit by this liberal gift of Mr. Murray, or is it intended to accumulate the principal for the benefit of the solicitors' of the next century. I am moreover informed that a special prize for "conveyancing" is amongst the good things in store for our possible posterity, but cannot vouch for the correctness of my information on this matter.

Furthermore, is there any remote possibility of the close prizes founded by Mr. Timpron Martin and Mr. Atkinson, and which have proved so complete a failure, being given up to open competition. Old Subscriber.

Saurin *v.* Starr.

Sir,—Will you or one of your readers do me the favour to answer the following question :—

Will the plaintiff *in the late action* of *Saurin* v. *Starr* have to pay any, and if any what, costs? J. L.

Penny Stamps on County Court Forms.

Sir,—I think the proposition put forward in last week's *Solicitors' Journal*, of attaching a penny stamp to official forms a very capital one. If you will advocate the same plan in connection with *all* forms issued by all the legal departments, and even in the Government commercial departments, such as the Customs, Inland Revenue, &c., I am sure that it would be accepted as a first rate proposition. It would do away with waste, and consequently cause a great saving in the number of forms printed, and the duty would bring in a large amount, and the tax would not be felt by any particular set. Advocate it, and I am sure that it will be taken up. C. L. M.

Leases and Sales of Settled Estates' Act.

Sir,—In answer to your correspondent's letter, appearing in the *Solicitors' Journal* of the 13th inst., it appears to me that the tenant for life would have a right to accept a surrender incident to the statutory power given him of granting a lease for twenty-one years, and it must be presumed that in taking a surrender at the end of twenty years he would not contemplate his death before the expiration of another year and the completion of the term, and also that the course taken by the tenant for life would be that most advantageous to the interest of the estate, and, therefore, of the remainderman. T. C. S.

Certificated Conveyancers.

Sir,—Will you or any of your correspondents kindly inform me what examinations are necessary, under what Act or Acts of Parliament, and what are the legal requisites to enable gentlemen to practise as conveyancers not at the Bar.

No person of whom I have made inquiries seems to know.

March 18, 1869. S. A.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 12.—*Law of Hypothec* (*Scotland*).—The Earl of Airlie moved and obtained a Select Committee.

Bankruptcy (*Ireland*).—A bill introduced by the Marquis of Clanricarde was read a first time.

March 15.—*Parliamentary Proceedings.*—On this subject, in relation to the rearrangement of the relations between the two Houses as to despatch of business and introduction of bills, Lord Granville moved and obtained a Select Committee. The following were nominated:—The Marquis of Salisbury, the Earl of Derby, Earl Granville, Viscount Eversley, Viscount Halifax, and Lord Redesdale; and a message was sent to the Commons requesting them to appoint an equal number of their members to act as a joint committee.

The *Habitual Criminals Bill.*—Committee.

Clauses 1 and 2 were agreed to.

Clauses 3 and 4 were amended, on the motion of Earl Kimberley, so as to require the constable's arrest to be on authority in writing from a chief officer of police. An amendment by Earl Grey, requiring that the ticket-holder should first be served with an order to appear before a magistrate, was rejected. At the suggestion of Lord Cairns clause 4 was amended by substituting negative for affirmative words in the latter part—thus providing for commitment in case the ticket-holder should fail to satisfy the magistrate that he was *not* getting a dishonest livelihood.

Clause 6 was amended by inserting words empowering the register of ticket-holders to be kept by an appointee of the Home Secretary instead of the Commissioner of Police for the metropolis.

Clause 7 was amended by adding a provision for reports from county and borough gaolers on the proceedings of ticket-holders.

Clause 10 (supervision of persons once convicted of felony). —An amendment of Lord Houghton, to substitute "twice" for "once," was negatived.

Lord Cairns suggested that this clause should be altered, by making the supervision follow the clause "unless the Court should declare to the contrary."

The Lord Chancellor objected. There were three parts in the bill. The first applied to ticket-of-leave men, who would be treated with but little more severity, but over whom there would be more vigilant supervision. The second part (which they were now on) applied to persons who, having been once convicted, were brought up again to be tried. The third part applied to persons who had been twice convicted, and were brought up again. If it were left to the judge to declare, on a second conviction, whether the supervision provided by the clause was to be exercised, the bill would fail altogether. The matter was one in which the power of remission might, as in the case of other punishments, be left with the Executive. If it were left to the judge the consequence would be that in every case he would be pressed to declare that the supervision was not to be exercised. The application would be dealt with according to the disposition of the particular judge, and we should have a great diversity in the sentences passed on persons who had been convicted for the second time. It would be better to leave to one authority, the Executive, the decision whether supervision should be remitted, rather than to leave it to the eighteen judges who tried prisoners. He did not believe that the police exercised undue interference.

Lord Cairns was not for having the supervision optional in every case. He proposed that they should tell the judges this general rule was laid down by the Legislature—that when the offender had been twice convicted, and was only sent to prison after his second conviction, he should be placed under the supervision prescribed by the Act. That was to be the rule; but if his suggestion were adopted, the judge might in a very exceptional case dispense with the supervision, but he would have to declare on the face of the sentence why he thought the case one in which the general rule should be departed from. The Lord Chancellor thought it was better to vest the dispensing power in the Executive, in order to avoid a diversity of opinion in similar cases; but Secretaries of State changed, and there were great differences of opinion among right hon. gentlemen who filled the office of Home Secretary. Indeed, contrary decisions were sometimes given by the same Secretary.

Lord Romilly thought the last five lines of the clause should be omitted, the magistrate, before committing, should be required to state his reasons. As matters stood, without a word being said to the prisoner, without his being called upon to defend himself in any way, the magistrate would have power to send him to prison for a year.

It was finally arranged that these suggestions s hould be dealt with on the report.

After some slight amendments in the interm ediate clauses,

On clause 14 (receivers of stolen goods) several amendments were negatived.

The Earl of Carnarvon carried an amendment making the clauses applicable to "any person who had been previously convicted of any offence involving fraud or dishonesty, and punishable by penal servitude or imprisonment."

Lord Romilly then proposed as a further amendment, that fourteen days' notice should be given to receivers that they would be required to meet proof of a previous conviction, and that the person charged should be allowed to give evidence in his own behalf.

The Lord Chancellor disapproved the proposal to allow a receiver to give evidence on oath in his own behalf.

Lord Cairns also objected, because it was inexpedient to make so novel an exception to our criminal law in a particular instance. If the change were to be proposed at all, he would prefer that it should come before them as a separate measure.

The amendment was agreed to.

Clauses 15, 16, and 17 (Pawnbrokers) were struck out.

The remaining clauses were agreed to, and the bill passed through committee.

March 16.—The *Common Law Courts (Ireland) Bill* passed through committee.

HOUSE OF COMMONS.

March 12.—*Post Office Life Assurances.*—In reply to Mr. Wells,

The Marquis of Hartington said that a bill was prepared and would be brought in either by the Chancellor of the Exchequer or himself, which would, if passed, enable the Post-office to grant assurances on life for £5.

Faggot Votes in Scotland.—On the motion for committee on supply, Mr. Crawfurd called the attention of the House to this, moving for a return with reference to county registration in Scotland. The amendment was ultimately withdrawn.

March 15.—The *Endowed Schools Bill* was read a second time.

March 16.—The *Ballot.*—Mr. Leatham moved—"That it be an instruction to the Select Committee appointed to inquire into the present modes of conducting elections to take into consideration the various methods of taking votes by ballot which are at present in use in portions of the British Empire and in other countries, together with any modifications thereof which may be suggested, and to report upon the most efficient and convenient system of balloting."

At the end of the debate Mr. Gladstone said these inquiries undoubtedly were within the scope of the Select Committee's duties at present. They would no doubt decide fairly one way or the other, and he suggested that it would be best to leave them unfettered by instructions on the matter.

On this Mr. Leatham withdrew his amendment. The following committee was afterwards appointed:—The Marquis of Hartington, Mr. G. Hardy, Mr. Bright, Mr. Hunt, Sir G. Gray, Mr. Villiers, Sir F. Heygate, Mr. Brand, Mr. Cross, Mr. Whitbread, Mr. Raikes, Mr. Leatham, Mr. S. Hill, Mr. Locke, Mr. H. Smith, the O'Conor Don, Mr. Graves, Mr. Dalglish, Sir. M. H. Beach, Mr. James, and Mr. Howes, power to send for persons, papers, and records, seven to be the quorum.

Parliamentary Proceedings.—On the motion of Mr. Gladstone a Select Committee was appointed to join with that of the other House.

March 17.—*County Court Acts Amendment Bill.*—Mr. Norwood moved the second reading. He said that its object was to relieve the manufacturers and wholesale dealers of the country from the extreme hardships to which they were subjected by the County Courts Amendment Act of 1867. By that Act, for a debt not exceeding £50, the creditor must bring his action within the district where the defendant resided, a proceeding which operated very harshly. He proposed to meet the hardship of the case in this way:—In the case simply of goods sold and delivered in the course of trade, and in no other, he proposed that the plaintiff might institute his suit in the county court of the district in which he resided. Though at the first blush there might appear to be a hardship to the debtor in compelling him to defend himself in the county court of the plaintiff's district, there would be really none at all, because, in nine cases out of ten there was no defence. To prevent the possibility of hardship, he proposed to insert a clause to this effect—that on the defendant receiving from the county court of the plaintiff notice of the sums due he might go to his own county court, and upon stating that he had a good defence, and paying into court the costs of plaintiff and his witnesses, the action might be brought there. Several chambers of commerce, and among them those of Worcester and Wolverhampton, were in favour of the bill. The Incorporated Law Society of London had intimated their satisfaction with the measure, with the exception of some trifling details which they would have altered; they had even asked him to go further, and not to restrict its operation to the sale and delivery of goods, to which it was confined. The committee of county court judges appointed by the Lord Chancellor to take into consideration all questions affecting county courts had, through their secretary, sent a communication entirely approving his bill, and making suggestions the more effectually to meet any cases of hardship. It appeared from a return that in 1866, out of 872,437 plaints issued, there were only 8,874 decisions in favour of the defendants and more than half the plaints were decided without trial at all. The fact would abundantly support his statement—that the great bulk of the actions to which he alluded were positively undefended. He proposed also to give a summary jurisdiction with reference to cases of tradesmen's bills below £10, for there was an immense number of them which ranged between £10 and £5. It was in the interest of the small tradesmen themselves that facilities for the recovery of debt should be afforded, because they depended upon the credit given by the wholesale houses, and that would not be given freely where those houses possessed no proper protection.

Sir F. Goldsmid moved to postpone the bill for a month. It was at once too extensive and too narrow. After objecting to the first two clauses, he objected still more strongly to the third (bills of exchange), as calculated to encourage unfair actions.

Mr. Watkin Williams seconded the amendment. It was unwise to legislate on that subject in the way of reforming one branch of our system of judicature when the whole of that system required, and would, he believed, shortly undergo, a radical reform. The present county courts were established in 1846 to give cheap and speedy remedies for the recovery of small debts. For that purpose they proved successful; but from time to time a course of casual and piecemeal legislation had been adopted in regard to those courts, which had entirely altered their original character and objects. Their jurisdiction had been successively extended to equity, admiralty, and bankruptcy cases, in addition to questions of common law; and, not only had the judges of those courts to perform their multifarious duties without a bar to assist them, but to add to their difficulties, they had to administer all those various branches of the law subject to different courts of appeal on the same matter, each governed by different, and sometimes

conflicting, legal principles. Their decisions were liable to review in equity cases by the Court of Chancery; in admiralty cases by the Court of Admiralty; and in common law cases by the Common Law Courts. The result of that state of things did not redound to the credit of our system of judicature; and it arose from the fact that small bills of that kind were allowed to pass through Parliament almost without attracting any attention, until, by degrees, the whole law of England was fundamentally altered, and the odium of it was cast upon the lawyers. That was a system which it was their duty to oppose. The lawyers and the commercial men should join together in carrying out the reform of our system of judicature. A commission was now sitting on that subject, whose report might be expected very shortly, and they might hope that, from its recommendations, a complete and sweeping reform of that description would follow. He thought that all the different superior courts should be consolidated into one supreme tribunal, possessing absolute and complete jurisdiction to distribute the different classes of business among the different branches of such tribunal, and with power to construct machinery for doing complete justice in every instance. In addition to that, let them have one final appellate court for the whole empire. And, lastly, he would have all these county courts made into distinct courts, associated with the Supreme Court, to bring justice to every man's door throughout the country; and the limit of their jurisdiction might be fixed at £100, £200, or £500, as might be deemed expedient. He believed that no obstacle would be raised by the lawyers to the adoption of such a reform, the interests both of the lawyers and of the commercial men being the same in that matter. With regard to the bill then before the House, its third clause involved a mischievous principle. There ought certainly to be a summary remedy afforded in reference to bills of exchange; but the mischief of the clause applied to those numerous cases where bills of exchange had been improperly obtained, and where either nothing at all was due, or only a portion of the amount named in them was so.

Serjeant Simon regarded the bill as a fair and natural corollary to the Act of last session.

Mr. T. Chambers thought the bill inexpedient, pending the report of the Judicature Commission.

The Attorney-General would ask the postponement of the bill until after the report of the Judicature Commission had been presented. That commission had been for a long time investigating the whole judicial system of the country. It had, in fact, inquired into the jurisdiction of every court in the kingdom, superior and inferior, and part of its report would be probably presented to the House in the course of a few days. The full report would relate to the local administration of justice, and therefore he thought he was entitled to ask his hon. friend to postpone the consideration of this measure. Some of the objections that had been urged against the bill were of a very serious character, especially as to bills of exchange. The county courts had worked extremely well, and were among the most successful results of modern legislation. But we had been tinkering them too much, and he feared we should spoil them in the end. Some years ago he passed an Act limiting the power of county court judges to send defendants to prison, but the evil of imprisonment for debt still existed to some extent. The question was surrounded by considerable difficulties, but that did not affect the present bill, as its object was not to extend the jurisdiction of the county courts. The subject of the abolition of imprisonment for debt was one which required to be carefully dealt with, and it was his intention very shortly to submit a bill on the subject to the consideration of the House.

Further consideration was then postponed.

Revenue Officers' Disabilities.—On the second reading this bill was thrown out by a majority of 207 to 88.

The *Libel Bill.*—Mr. Baines moved the second reading.

Mr. Newdegate and Mr. T. Chambers opposed the bill, on the ground that it amounted to a legal exemption for the propagation of slander, and that the present law gave enough protection.

Mr. Dowse and Mr. Watkin Williams supported the bill. The latter observed that the present law originated when printing was in its infancy and public meetings rare.

The debate then adjourned.

Registration of Voters.—On the motion of Mr. Hodgkinson, it was ordered that it be an instruction to the Select Committee on Registration of Parliamentary Voters in Boroughs to inquire also into the law affecting the registration of voters at municipal elections, and the expediency of having one register for both purposes.

March 18.—*Revision of the Statutes.*—In reply to Mr. Hadfield, the Attorney-General said the revision of the statutes up to the 10th of George III. had been completed. The process of revising the statutes since that date had been going on for some time, and he believed it approached completion. He was unable to say that it would be completed during this session. But he might state that it was under the consideration of her Majesty's Government to prepare and issue a revised edition of the statutes.

The *Irish Church Bill.*—Mr. Gladstone moved the second reading. The debate was adjourned.

IRELAND.

CONSOLIDATED CHAMBER.

(Before George, J.)

In re John Martin, an Attorney.

Keys, on behalf of Mr. Martin, moved for an order that the registrar might be at liberty to grant a certificate to him notwithstanding that he had neglected to take out his licence for the year 1868. Mr. Martin had made an affidavit stating that he resided at Enniskillen, that he was admitted an attorney in 1842, and had continued regularly to take out his licence until last year, and since the 1st of January, 1868, he had not been engaged professionally in any legal proceedings, except some session business; that his principal business had been on behalf of insolvents in Enniskillen Gaol, and that there being no insolvents there latterly, he had become idle, and he hoped, therefore, that the Court would not inflict any penalty on him, as he had been unaware of the law on the subject of attorney's certificates, and moreover would not be able to pay the amount.

Barlow, on behalf of the Incorporated Law Society, asked for a substantial penalty.

George, J., said he would inflict a fine of £3 in addition to the payment of the attorney's licence duty which was in arrear.

In re Philip O'Connell, an Attorney.

Perry, on behalf of Mr. O'Connell, an attorney, residing in Cork, made a similar application. Mr. O'Connell, in his application, stated that he had practised at quarter sessions without having paid his licence, and that his neglect to do so had arisen from a dispute between him and his town agent.

Barlow, on behalf of the Incorporated Law Society, opposed the application, and asked for a substantial penalty on the ground that Mr. O'Connell held an office under the Crown as Sessional Crown Solicitor.

George, J., imposed a fine of £5, in addition to the payment of the duty in arrear.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

Supreme Court, Illinois.

Illinois Central Railroad Company v. *Middlesworth.*

Injury to cattle straying on railway—Negligence.

Breese, C.J.—This was an action on the case for so running the railroad train of appellants, that twenty one mules of appellee were killed.

There was a verdict and judgment for plaintiff, a new trial having been refused.

The points made here are that the verdict was against the evidence, and should have been set aside and a new trial granted, and that certain instructions given for the plaintiff were improper, and one asked by the defendants and refused should have been given.

We have examined the evidence with care, as it appears in the bill of exceptions, and are satisfied it supports the charge of great negligence and recklessness on the part of the employes of the appellants.

It is in vain to say, in the face of the testimony in this record, that a careful driver on the look out could not see a gang of mules on the level when there was no curve in the road, and stop the train in time, although it was running at the rate of thirty miles an hour. With a patent brake, now in general use, a passenger train (as this was) running

at the rate of thirty or forty miles an hour, can be "broke up" and brought to a stop in one hundred and fifty or one hundred and seventy-five yards, and such a crowd of animals can be seen much further than that. This the driver of the appellants' engine could have done, but he chose rather to run recklessly into the herd, regardless of consequences. The proof shows, as we understand it, that the mules were on the track near the culvert, that the engine driver saw them before he reached the culvert, and whistled to frighten them from the track, that they ran north on the road into the cut, two of them having been overtaken and killed before the train reached the cut, and that the others were killed in the cut and along the track to the road crossing north of the cut. The train could have been stopped before the cut was reached, if not before the two mules were killed. This is evident. There was culpable negligence in omitting to do so.

But it is said appellee was also negligent and his negligence contributed to the injury. This cannot be denied; he was incautious in fencing the mules where he did, but that gave appellee no right, with his powerful engine, to run over them and destroy them, if proper care on his part would have prevented it. It is carelessness for a man to lie down and go to sleep in a public road, but if he does so a driver of a team, seeing him in that position, has no right to run over him and kill or maim him.

It is claimed that the Court gave this instruction for the plaintiff:

"If the jury believe, from the evidence, that the engine driver by the use of ordinary skill and prudence could have seen the mules, or that he did see the mules, and that he might without danger have stopped the train before striking the mules, and did not, that this would be negligence on the part of the railroad company."

Appellants admit this is the doctrine when applied to railroad companies as common carriers, but when such company has its road fenced with a good and sufficient fence, the servants of the company have a right to assume that no unruly stock has broken down the fence and got upon the road, and the owners of such stock have no right to demand that the servants of the company shall keep a good look-out for the purpose of avoiding injury to it, and for this rule cite *The Central Military Tract Railroad Company* v. *Rockafellow*, 17 Ill. 541; *The Great Western Railroad Company* v. *Thompson*, *ibid.* 131; *The Illinois Central Railroad Company* v. *Reedy*, *ibid.* 580, which seem to sustain them in this view; and so does the case of the *Chicago and Miss. Railroad* v. *Patchin*, 16 *ibid.* 198. The doctrine is distinctly laid down in those cases that a railroad company is not liable for want of ordinary care and diligence in running its train whereby stock upon the road is killed, but only for wanton, wilful, or gross negligence, and that the doctrine in regard to carriers of persons has no application.

Much reflection has satisfied us, the doctrine of these cases is liable to severe and just criticism, and is not in harmony with that great maxim of the common law, so long reverenced and so consonant with the instincts of our nature, "So use your own property, and exercise your rights, as not to inflict injury upon another."

The idea is not tolerable that an injury may be inflicted which, by ordinary case and diligence, could have been avoided. There would be no safety in daily intercourse if such were the law. By its force a man may ride his horse over another, who is carelessly exposed in the street on which they have a common right. By its force all the precautions and safeguards sanctioned by experience are dispensed with, and a time-honoured and sensible and just maxim of the law scouted. The true doctrine is, that in all the business and avocations of life, those pursuing a particular business should so exercise their rights as to do no unnecessary injury to another in the pursuit of his business or in the exercise of his right. All should use ordinary care and diligence to prevent injury (*Great Western Insurance Company of* 1859 v. *Haworth et. al.*, 39 Ill. 346). In this view the instruction was correct.

It is complained that the Court refused to give for defendants this instruction:

"If the jury believe from the evidence that the plaintiff, without the permission of the railroad company, entered upon its right of way and made use of its fence to pen a large herd of mules, and the mules broke down the railroad company's fence and got upon the track, and were there injured or killed, the railroad company is not liable."

The facts being as stated in this instruction, the duty of the defendants to use proper care and diligence was in no way diminished. No matter how the animals got upon the road, if injury to them could have been avoided by the exercise of ordinary care and diligence, that degree of care and diligence should have been observed.

If the owner of the mules was a trespasser in making use of the right of way of the company and of a portion of their fence for one side of an inclosure for the mules, it was a trespass of long standing and at no time objected to by the company; and if in consequence of the trespass the mules got out upon the track, the servants of the company had no right to kill them.

If a horse breaks a farmer's fence, and gets into his field, or the fence is let down for the purpose by the owner of the horse, has the owner of the field in endeavouring to get the horse out a right to kill him? No; the owner of the field must act under such circumstances with a due degree of care and caution, so that in his efforts to get the horse out he does him no unnecessary damage. This received maxim, to put it in its original language, "*Sic utere tuo ut alienum non lædas*," is applicable to all the relations of life and conditions of society, and to railroad corporations likewise.

These reasons satisfy us that there was no error in the instructions in giving or refusing as alleged. The judgment must be affirmed.—From *New York Daily Transcript*.

COUNTY COURT OF COOK COUNTY, ILLINOIS.

The acting British consul appeared in court and petitioned to be appointed administrator of a deceased British subject's estate who left no relatives or creditors in the state, on the ground that he was a friend of the deceased, and stated that he would waive all rights as such consul to object to the process of the Court or its orders over him pending the settlement of the estate:

Held, that the right to waive his rights as consul in such a case was not personal to himself but belonged to the Government he represented, that he was, therefore, an improper person to be appointed administrator, and his petition refused.

BRADWELL, J.—James Lamble, a British subject, died at Chicago on the 14th day of October, 1866, intestate, leaving no creditors or relatives in the United States, but leaving some money in Chicago. On the 19th of January, 1869, T. Frederick Wilkins, acting British consul, filed his petition and prayed to be appointed administrator of the estate of the said deceased on the ground that he was a *friend* of the deceased subject, and offered to waive his right as consul to object to any process of the Court or order entered against him during the settlement of the estate. This Court decided, in the case of *Rosenthal* v. *Burrell*, that where the British consul applied to be appointed administrator on the ground of his being a consul, that he had no standing in court and ought not to be appointed. This case is the same as that of *Rosenthal* v. *Burrell*,* with the exception that the petitioner claims it on the ground of his being a friend and offering to waive his right, etc. I am clear that it makes no difference in what capacity he applies, whether as relative, creditor, *friend*, or British consul, if he is a foreign consul, and it so appears, his application should be refused.

The privilege that the consul has to object to the process of the Court is not a personal one. It belongs to the government he represents and cannot be waived by him.

The application is refused and the petition dismissed.—*Chicago Legal Journal*.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

We have been requested to publish the following letter:—

25, Chancery-lane, London, W.C.,
17th March, 1869.

THE SO-CALLED "EMBELLISHMENT" OF LONDON AT THE EXPENSE OF THE SUITORS.

Sir,—The statement of the Council of the Incorporated Law Society shows that the scheme of changing the site of the intended new Courts of Justice to the Thames Embankment is really nothing but an attempt to decorate London, to the very great damage of the suitors of the whole kingdom in point of convenience, and at an extra charge upon

* Vide 11 S. J. 654.

them in point of money of at least from one to two millions sterling.

The suitors have no possible advocates in the matter except the profession of the law, and it becomes therefore eminently the duty of every member of that profession to do his utmost to impress upon the Legislature the gross injustice of the proposal to change the site.

The necessities of legal convenience and the due transaction of the business of the suitors require that as far as possible the chambers of council should be within call of the courts.

Twenty years ago (1848) these necessities overcame the Westminster Hall traditions of the Great Seal, and the personal convenience of the Lord Chancellor and of those of his leading counsel who had seats in the House of Commons, and brought about the removal of the Westminster sittings of all the Chancery Courts to Lincoln's-inn.

The same necessities have destroyed Gray's-inn as a place for practising barristers.

The equity exchequer tried but in vain to bear itself up against the force of these necessities by allowing to the profession larger fees than were allowed in Chancery. That exchequer court had to be abolished because its sittings and its offices were so far removed from the centre of the legal district that its work could not be satisfactorily transacted.

Remove the Master of the Rolls to the Embankment, and the department of National Records, which he now governs with such advantage to the public, must be deprived of his control.

This letter is headed "so-called" embellishment of London. Will a building on an unfit and inconvenient site be more decorative to the metropolis than one on a site eminently fit and convenient? The committee do not believe it. The rules of architectural beauty are grievous if such be their result. Has Mr. Street, the architect who has been appointed by the Government for the New Courts, been advised with upon this question? The misfortune of our public architecture is the interference of irresponsible *dilettanti*. The committee pretends to no skill on a point to them immaterial. But new courts on the Embankment site must of official necessity present a front larger than Somerset House, and as full as possible of windows. Will not two such large discordant buildings injure one another in architectural effect? Moreover, is it proposed to put the New Courts on the Embankment level, or on the Strand level thirty-three feet higher. If on the former, where can be the alleged decorative effect? If on the latter, the Embankment would be useless as an approach, for from it at least 100 to 120 stairs would be required to reach the Courts.

The only inn of court adjoining the Embankment site is the Middle Temple. Place the Court on that site and chambers in the Middle Temple will rise to a fabulous value. Some of the members of the Temples have petitioned for a change to that site, while almost all the rest of the Bar and the whole body of solicitors loudly protest against such change.

The committee fully believe that there are private and *vendor* influences largely at work in this agitation, and that art has less to do with it than is pretended.

So much for the question of site.

While a change of site is agitated on the one hand, on the other hand the Chancellor of the Exchequer seems disposed to object to those extensions of the original scheme propounded by Lord Palmerston's Government in 1865, which the profession and the Courts of Justice Commission have unanimously considered necessary for the interests of the suitors, and he makes this objection although the suitors are to pay for such extensions. In point both of economy and convenience it is impossible, so far as relates to courts and offices of justice in the metropolis, to carry the principle of concentration too far. The legal offices not immediately connected with court business, such as offices for wills, registration, &c., are precisely those which most require the superintendence from the authorities of the law and least receive. Such superintendence will never be effectual unless these offices are brought into immediate connexion with and placed under the same general official supervision, which will undoubtedly have to be provided for all the other offices which it has been settled to include in the new building.

The whole tendency of legal change is towards legal fusion, and to make every office and department of the law, as far as may be, assistant to every other office and department. This consideration of future legal improvement should alone be a sufficient answer to all projects for placing any of the legal departments away from the general building. To do so would not only be to place them away from the official superintendence so necessary to their good working, but would be also in effect to declare that they shall not hereafter be of use for any other legal object than the particular one to which they are now dedicated.

You are requested to press the above considerations on every member of the Legislature, whom from local causes or otherwise you have a claim to address, and I am instructed to beg you to do this without loss of time, as the whole matter is to come before Parliament immediately after Easter. Why should you allow the suitors of your district to be taxed to carry out a mischievous scheme like that now propounded, the metropolis or the consolidated fund not providing a farthing towards it?

Sir Roundell Palmer, it is believed, will represent the interests of the suitors upon that occasion, and the solicitors have to beg you will procure for him all the support you can.

A million stock of the Suitors' Fee Fund money has already been expended in clearing the Carey-street site. This site lies idle, nothing is being done as to the building, and the suitors are losing £30,000 a-year, the interest of the stock, without any return.

The royal commission has, in conjunction with the profession of the law and to its great satisfaction, for nearly four years been labouring to have the best possible building arranged for this site, and to change the site would be almost to throw away those labours.

Matters wait for the passing of a bill for procuring conveniences of light and air around the site. A former Government gave notice for a similar bill in 1867, but did not proceed with it, and the Government surveyor has since advised that the suitors will have lost at least £50,000 from the subsequent increase in the value of the surrounding lands. The delays and vacillations which have taken place seem to my committee wholly unaccountable.

You will greatly oblige the committee if you will kindly report to me your efforts, which they trust may prove successful.

I am, sir, your very obedient servant,
PHILIP RICKMAN, Secretary.

NEW COURTS OF JUSTICE.

COPY "of the REPORT made by Mr. F. W. SHEILDS, C.E., on the subject of the SITE for the NEW COURTS of JUSTICE and their Approaches.

To the Right Honourable the Chancellor of the Exchequer, &c., &c., &c.

3, Delahay-street, Westminster,
Sir,— 17 February, 1869.

I have the honour to acknowledge Mr. Rivers Wilson's letter of the 15th ult., informing me that the Chancellor of the Exchequer, understanding that I had given considerable attention to the question of the new Courts of Justice and their approaches, will feel much obliged if I will favour him, in writing, with my views on the subject.

In compliance therewith, I beg to present the following report:—

There are two sites proposed for the Law Courts. The first lies to the north side of the Strand, and to the west of Temple Bar, and is bounded by Carey-street, the Strand, and Clement's-inn. The second is on the south side of the Strand, nearly opposite to the first, and is inclosed between Somerset House, the Strand, the Temple, and the new road along the Thames Embankment. The adoption of one or other site is now a question of great public interest, and I will endeavour, in accordance with your desire, to state concisely my views on their respective merits.

The public requirements, whereof the attainment in a greater or less degree should, I think, determine the selection of either site, appear to me mainly to be as follows:—

1st. Architectural effect afforded by the site.
2nd. Uniformity of level of its surface.
3rd. Economy of its acquisition.
4th. Its accessibility, or the convenience of its public approaches.

1st. In comparing the architectural effects to be obtained from either site, the superiority of the river frontage is obvious. The wide road along the Thames Embankment

and the open river beyond it, afford advantages in this respect as yet unequalled in London; and the Courts, when viewed from the direction of the river, would in this position above all others display the effect of a great national monument. It should be stated, however, that the great difference in level between the Strand and the Embankment road, amounting to fully 30 feet, appears to involve much inconvenience, both in creating difficulty of access to the main floor of the building, and in deteriorating the architectural effect of the second front towards the Strand.

2nd. The advantage of uniformity of level in the site is to admit of access from the adjoining streets to the main floor of the building, as far as possible without the intervention of steps. In this respect neither of the proposed sites is free from inconvenience; and in order to compare them properly it is necessary to describe more precisely their positions and levels.

The proposed sites both abut upon the Strand, and are nearly opposite to each other. The first site is inclosed, as already stated, between Carey-street and the Strand; and the second is inclosed between the Strand and the New Thames Embankment street. These three streets are parallel to each other; the Strand being in the centre, and the others at an average distance of about 200 yards on either side of it. The level of Carey-street is sixteen feet higher than the Strand, and the level of the Strand is 30 feet higher than the Thames Embankment.

It is most desirable in either case to provide easy access to the main floor of the building from both the streets adjoining it as described; and it is seen at once, from these levels, that the Carey-street site offers considerably more facility for the purpose.

3rd. The question of the comparative cost of either site is considerably affected by the steps already taken. The Government have purchased and cleared of buildings the Carey-street site to the extent of about seven and a half acres, and at a cost of about £800,000. It is evident, therefore, that if the Carey-street site be now abandoned, and the Law Courts placed on the Thames Embankment, the sole return for this expenditure would be that arising from the re-sale of the ground upon which those buildings stood. A considerable loss, therefore, must accrue in this case alone, and in respect to the Thames Embankment site, that loss must be added to the amount required for its purchase.

In order, therefore, to obtain a reliable estimate of the comparative cost of either site, I have requested Mr. Edward Ryde to ascertain their values. The following is an abstract of his figures (as given in his letter annexed):—

	£	£
Cost of the Carey-street site of 7½ acres (being £106,666 per acre) ...	...	800,000
Estimated cost of a portion of the Thames Embankment site equal in area to the Carey-street site; say, 7½ acres at £150,000 ...	1,125,000	
Estimated loss on the Carey-street site if re-sold, to be added to the cost of the Embankment site as stated above, ...	400,000	
		1,525,000
Excess of cost of the Thames Embankment site over that of Carey-street ...		£725,000

4th. The question of the public approaches to either site now remains to be considered.

The Strand, as already stated, forms an approach common to both sites, and thus far they may be considered on an equality. The Carey-street site, however, has no main thoroughfare on its northern side, which is inaccessible to any large amount of traffic, so that virtually it would depend for public access upon the Strand alone. The other site, on the contrary, has, in addition to the Strand, the new and capacious street on the Embankment running along its river front. This street will extend from Westminster to the Mansion House: it will be traversed by the Metropolitan District Railway; and it will be in direct communication with the landing piers for the river steam-boat passengers. It follows therefore that, in respect of the approaches, the Embankment site has great advantage over that of Carey-street.

It appears to me, in truth, that whichever site be adopted, the question of its approaches requires the most careful consideration. If the Carey-street site be selected, the Strand and Fleet-street must be the principal access to it; and if the Embankment site be preferred, the same thoroughfare, being more central than the Embankment road, will have not only to convey much traffic to the Law Courts, but will be crossed and blocked by vehicles passing between the courts and Holborn. The narrow portion of the Strand and Fleet-street for a considerable distance adjoining the proposed sites has long been inadequate for the public accommodation. But with the great additional traffic which will be caused by the concentration of the Law Courts on that narrow and crowded street, I can forsee no other result than to render the Courts extremely difficult of access, and to create such a blockade of the most essential thoroughfare of London as will prove intolerable to the public.

It seems to me unwise to ignore these considerations, or to adopt a plan failing to provide at the first the approaches to the Courts which in the end will be indispensable. It is difficult to devise means for the complete attainment of this object within reasonable limits of cost. Yet feeling that my report would be incomplete without such a suggestion, I beg, after much consideration, to propose a plan to meet the difficulty.

In reviewing the comparative merits of the two sites, it appears that the Carey-street site, though inferior in architectural effect, has the advantage of the Embankment site in some important particulars. Its adoption, as appears from the estimates of Mr. Ryde, would save a further expenditure of £725,000 of public money. Its level is better suited for external access. Its position is much more central and convenient, being midway between the Temple and Lincoln's-inn, and also midway between the great thoroughfares of Holborn and the Strand. Its great defect, which turns the balance against it, is the want of a leading thoroughfare on its northern or Holborn side. It appears to me, therefore, that if this deficiency were provided for, the Carey-street site would be the more advantageous both for the legal profession and for the public.

My plan for effecting this object is to carry a wide street, in continuation of Piccadilly and Long-acre, through Carey-street to Cheapside. This new street, the course of which is shown on the accompanying map,* would be continued from Long-acre by Covent-garden and Drury-lane theatres, to pass along the northern front of the Carey-street site, and from thence it would be extended (crossing the Farringdon-street valley by a viaduct) to the end of Cheapside at St. Paul's. It is proposed, also, to widen the passage called "The Turnstile," at the eastern end of Lincoln's-inn-fields, so as to give a direct communication for carriage traffic between the Law Courts and Holborn.

These improvements would provide complete approaches to the Carey-street site. The new road to Cheapside would relieve the Strand from the traffic between Piccadilly and the City, and thus more than compensate it for the additional traffic occasioned by the Law Courts. It would also intercept the cross traffic from Holborn to the Courts, which must be thrown into the Strand if the Embankment site be adopted.

It is needless to dwell on the local improvement to the metropolis resulting from this street. The thoroughfares between the western districts and the City have been for years becoming more and more impassable from excessive traffic. The new street would be a remedy for this great evil.

I now propose to consider the means by which funds for these improvements may be provided.

The new streets would, in the first instance, be necessitated by the Law Courts, which will be the property of the nation. But the street in prolongation of Piccadilly would also afford the additional communication from the West-end to the City, which is the great and acknowledged want of London. Under these circumstances, it follows that the cost should be shared, in such proportions as may be decided to be equitable, between the Government and the metropolis.

It may be said, on the one hand, that the Government representing the nation is not called upon to contribute to the local improvement of London. But, admitting this principle even to the fullest extent, the converse is true also. The nation is not entitled to inflict injury upon the metropolis, and it is but reasonable that the Government, if its measures obstruct the leading thoroughfare of the City, should at least contribute towards the remedy of that evil.

* In the Library of the House of Commons.

Again, it may be said that the Government having concentrated the Law Courts should itself construct the approaches to them which are indispensable. But if those approaches provide the increased accommodation so urgently required for the traffic of London, it appears right that the metropolis also should contribute to their formation.

Furthermore, it appears to me that there is yet another source from which a large contribution might be obtained towards these improvements, and other great public advantages be realised in addition.

It is well known that the Metropolitan District Railway Company are carrying their line along the Thames Embankment; and that, as this privilege enables them to avoid the purchase of property, they contribute a considerable sum towards the Embankment works in return for it. This precedent would be applicable also to the improvements now under consideration.

The utility of an underground railway along Knightsbridge and Piccadilly would be unquestionable. The Metropolitan Line affords no accommodation to their enormous traffic. The extended frontage of Hyde and Green-parks would allow a tunnel to be constructed along the park-side of the street without the least interference with private property. The wide road to Brompton at the one end, and the prolongation of Piccadilly to the City at the other, would afford peculiar facilities for extending the line in both directions. If a company, therefore, were authorised to construct such a railway, the public advantage of it would be manifest. There would be, as in the case of the Thames Embankment, a contribution obtained from the company towards the formation of the new streets; and the benefit of railway accommodation would be afforded, not only to the Law Courts but to all places on the Piccadilly route to the City.

With this view, I have designed a railway, as shown on the accompanying map, from the junction of the Fulham and Cromwell-roads, near the Kensington Museum, to the Mansion House. Its length would be nearly four miles. It would follow the Brompton-road, Knightsbridge, Piccadilly, Coventry-street, Leicester-square, Long-acre, and the proposed new street in continuation of it, through Carey-street to Cheapside, and Cheapside itself to the Mansion House, and it would terminate in the new street now in course of construction from the Mansion House to Blackfriars Bridge.

The railway is also laid out so as to effect other important improvements without cost to the public. It is proposed, as part of the railway expenditure, to widen Coventry-street, Long-acre, and the Poultry, the space so acquired being made available in the construction of the line and stations; also to raise the bottom of the Serpentine to an uniform depth of four feet with the material excavated from the railway tunnel, and to cover it with concrete, as has been done in the ornamental waters of the St. James's and Regent's-parks. It is needless to dwell on the advantage of these improvements to the metropolis.

I now submit an estimate for carrying out the entire undertaking; the value of the property to be purchased for the purpose being also estimated and furnished to me by Mr. Ryde, according to his letter annexed:

ESTIMATE.

1. Railway.—Length of Line, Four Miles nearly.	£	£
Construction.—Engineering works, stations, rolling stock, Parliamentary and other expenses, management, and all contingencies	930,000	
Purchase of Property,—for stations, and for the widening of Coventry-street, Long-acre, and the Poultry (being Mr. Ryde's estimate of net cost) ...	750,000	
		1,680,000
Capital.—Assuming that the net receipts amount to £600 per mile per week, or £124,800 per annum, and that this net income be sufficient to pay six per cent. on the capital; the amount of the capital would in that case be.....		2,080,000
Balance,—representing the contribution to be paid by the railway company towards the formation of the new street in prolongation of Piccadilly to Cheapside, in consideration of their being allowed to carry the line along that street, and so avoid the purchase of property		400,000
2. New Streets Estimate		
Cost of formation of new streets, with all modern improvements.....	185,000	
Purchase of property (being Mr. Ryde's estimate of net cost	1,415,000	
		1,600,000
Less,—contribution from the railway company, as above mentioned..... ...		400,000
Net cost of the new street, which cost is proposed to be divided, in such proportions as shall be adjudged equitable, between the Government and the metropolis		1,200,000

I have, &c.
(Signed) F. W. SHIELDS.

LAW STUDENTS' JOURNAL.

TRINITY EDUCATIONAL TERM, 1869.

PROSPECTUS OF THE LECTURES to be delivered, during the ensuing Educational Term, by the several readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on "The History of the Chief Legislative Changes in the Civil Law of England, and in its Administration, made since the accession of George the Third."

With his private class the reader proposes to go through the principal statutes, State trials, cases, and State documents, illustrating the History of Constitutional Law from the beginning of the reign of James II. to the end of the reign of Queen Anne.

He will also comment on the cases in Broom's Constitutional Law belonging to a period subsequent to the reign of Queen Anne.

He will use Hallam's Constitutional History and Broom's Constitutional Law as his principal text-books.

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

I.—On relief in equity against waste.
II.—On suits to compel the performance of agreements.

An Advanced Course.

I.—On the jurisdiction in lunacy.
II.—On the jurisdiction of the Court of Chancery over infants.
III.—On the rules for determining the priorities of incumbrancers.

In the Elementary Private Class the subjects discussed will be—Relief in equity against penalties and forfeiture; the Doctrine of equity with reference to mortgages and suits for redemption and foreclosure.

In the Advanced Private Class the lectures will comprehend—Relief in equity against fraud, actual and constructive; relief against mistake.

THE LAW OF REAL PROPERTY, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

Elementary Course.

I.—On the usual form of mortgages of freeholds and leaseholds, the powers and incidents of the mortgagor's estate, and the remedies of the mortgagee.
II.—On the doctrine of priority as between several incumbrancers.
III.—On copyhold tenure.

Advanced Course.

I.—On entails.

II.—On fines and recoveries, and the alterations effected by the act for their abolition.

In the Elementary Private Classes the reader will continue his course of Real Property Law, using, as a text-book, Mr. Joshua Williams's Principles of the Law of Real Property; and in his Advanced Private Classes he will discuss and explain the form, construction, and operation of the documents most frequently used in conveyancing practice, continued from last term.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil and International Law, proposes, in the ensuing Educational Term, to deliver six public lectures on the following subjects:—

I.—The history of the Roman law of contract.

II.—The Roman law relating to the contract of sale (emptio venditio) contrasted with the English and French law upon the same subjects.

III.—The Roman law relating to the warranty of the vendor against eviction, and against latent defects in the property sold.

IV.—The contract of locatio conductio.

In his private class, the reader proposes to continue the course of Roman civil law, continuing the consideration of the law of contracts, using Sandars' edition of Justinian's Institutes as the text-book.

The reader, in his private class, will also discuss points of international law as to the "International Rights of States in their Hostile Relations," using the work of Wheaton as the text-book, and referring to the works of the principal modern jurists, the decisions of the Admiralty and Prize Courts of England and America, the debates in Parliament, and state papers relating to the cases under discussion.

COMMON LAW.

The Reader on Common Law proposes to deliver during the ensuing educational term, two courses of six public lectures each on the following subjects:—

Elementary Course.

I.—The respective characteristics of tort and crime.

II.—The ingredients in indictable offences of ordinary occurrence.

III.—Procedure and proofs at a criminal trial.

Advanced Course.

I.—The Criminal Law Consolidation and Amendment Acts (24 & 25 Vict. cc. 94—100).

II.—Leading cases on criminal law.

III.—The rules of evidence applied in the investigation of crime.

With his private classes the reader will discuss the subjects above-mentioned, using the following books for reference:—

Elementary Class.—Broom's Commentaries (last edition), Archbold's Criminal Pleading (edit. by Bruce), and Roscoe's Criminal Evidence (last edit.)

Advanced Class.—The State Trials, Townsend's Modern State Trials, Greave's Criminal Law Acts, and Taylor on Evidence (last edition).

EXAMINATION ON THE SUBJECTS OF LECTURES AND CLASSES.

The examination for exhibitions on the subjects of lectures and classes delivered in the three educational terms 1868-69, will commence on Thursday, the 1st of July, at Lincoln's-inn Hall.

Students who propose offering themselves for examination must enter their names on or before Tuesday, the 1st of June next, at the Steward's Office, Lincoln's Inn; and a reader's certificate of having duly attended the lectures and classes on the subjects in which a student offers himself for examination must be sent to the Council of Legal Education at Lincoln's Inn, on or before Tuesday, the 22nd of June.

Students having duly attended the lectures and classes of one or more of the readers from the Michaelmas Term preceding the July examination, are qualified to enter for examination on such subjects, but they are not allowed to enter for the elementary and advanced examination on the same subject, and provided that the terms they have kept do not exceed the limits prescribed by clause 39 of the Consolidated Regulations of the Inns of Court.

Students who have passed an examination under the 44th clause are not eligible to enter for the July examination under the 38th clause of the Consolidated Regulations.

Students who have obtained exhibitions under clause 38, are not eligible to enter again at a subsequent examination on the same subjects.

The examinations for the exhibitions will be partly oral and partly in writing, by means of printed papers of questions.

The following days and hours have been set apart for the said examination:—

Thursday morning, July 1, 10 to 1.—Constitutional Law and Legal History.

Thursday afternoon, July 1, 2 to 5.—Jurisprudence, Civil and International Law.

Friday morning, July 2, 10 to 1.—On Equity.

Friday afternoon, July 2, 2 to 5.—On the Common Law.

Saturday morning, July 3, 10 to 1.—The Law of Real Property, and

Saturday afternoon, July 3, 2 to 5.—A Paper composed of three questions on each of the foregoing subjects of examinations.

Table of the days and hours for the delivery of the public lectures by the readers appointed by the Inns of Court, and for the attendance of the private classes.

Readers—Inn of Court.	Days and Hours of Meetings.	
	Public Lectures.	Private Classes.
Constitutional Law and Legal History, Thomas Collett Sandars, Esq. Lincoln's Inn Hall. Private Class, Benchers' Reading Room.	Wednesdays, 2 p.m. First Lecture, 21st April.	Tuesd., Thursd., & Satrd. 10 a.m. First Class, 22nd April.
Equity, William Lloyd Birkbeck, Esq. Lincoln's Inn Hall. Private Class, Benchers' Reading Room.	Thursdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 15th April.	Mond., ¼ to 4 & ¼ past 4 p.m. Wedn., & Frid. ¼ past 3 & ¼ past 4 p.m. First Class, 19th April.
Real Property, &c. Frederick Prideaux, Esq. Gray's Inn Hall. Private Class, North Library.	Tuesdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 20th April.	Mond., Wedn., & Frid. ¼ to 12 a.m. & ¼ to 1 p.m. First Class, 21st April.
Civil Law, &c., Joseph Sharpe, Esq., LL.D. Middle Temple Hall. Private Class, Middle Temple Library.	Fridays, 2 p.m. First Lecture, 16th April.	Tuesd., Thursd., ¼ to 4 p.m. & Satrd. 2 p.m. First Class, 17th April.
Common Law, Herbert Broom, Esq., LL.D. Inner Temple Hall. Private Class, Inner Temple Hall.	Mondays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 19th April.	Tuesd., Thursd., & Satrd. ¼ to 12 a.m. & ¼ to 1 p.m. First Class, 20th April.

NOTES.—The Educational Term commences on the 15th April and ends on the 31st July. The lectures and classes will be suspended after Saturday, the 8th May, and be resumed at the appointed days and hours on and after Friday, the 28th May.

The first public lecture of this course will be delivered by the Reader on Equity on Thursday, the 15th April, at 2 p.m.

The first meeting of each private class will take place on the usual morning or evening of meeting after the first public lecture on the same subject, and the same rule will be observed after the recess.

Students who have been unable to attend a lecture or class of either of the readers, and desire dispensation as a qualification for call to the bar, should make application, with an explanation of the cause of such absence, in writing, to the reader during the course, or immediately after the delivery of the last public lecture of the course; and the reader's report thereon, together with the application

will be forwarded to the Council of Legal Education, who alone have the power of granting dispensation.

The Council have resolved that in no case shall students be allowed to change from the elementary to the advanced courses of lectures and classes, or *vice versa*, while qualifying for call to the bar, or for the examinations on the subjects of the lectures.

OBITUARY.

MR. GEORGE HOLMER.

The death of Mr. George Holmer, solicitor, formerly of Philpot-lane, City, took place at St. Leonards-on-Sea, on the 15th March. Mr. Holmer took out his certificate as an attorney in Michaelmas Term, 1818, and was a member of the city firm of Holmer & Stoneham, of Philpot-lane, Fenchurch-street. He was a member of the Incorporated Law Society, and had reached his seventy-fifth year at the time of his death.

MR. F. D. WOODWARD.

Mr. Francis Dovey Woodward, solicitor, formerly of Pershore, Worcestershire, died at Henwick, near Worcester, on the 3rd March, in the eighty-fourth year of his age. Mr. Woodward was for many years in partnership with Messrs. E. W. Oldaker & Edwin Ball, the latter of whom filled numerous local offices at Pershore.

MR. JAMES POOLEY.

Mr. James Pooley, solicitor, of Lincoln's-inn-fields, died suddenly at St. George's-terrace, Islington, on the 5th March, at the age of eighty-one years. Mr. Pooley was certificated in Michaelmas Term, 1830, and was formerly a member of the firm of Gem, Pooley, & Beisly, of 1, Lincoln's-inn-fields. He was a member of the Metropolitan and Provincial Law Association.

COURT PAPERS.

COURT OF CHANCERY.

General Order of the High Court of Chancery as to Amendment of General Order of March 21, 1868. Tuesday, the 2nd day of March, 1869.

The Right Honourable William Page Baron Hatherley, Lord High Chancellor of Great Britain, with the advice and consent of the Right Honourable John Lord Romilly, Master of the Rolls, the Honourable the Vice-Chancellor Sir John Stuart, the Honourable the Vice-Chancellor Sir Richard Malins, and the Honourable the Vice-Chancellor Sir William Milbourne James, doth hereby in pursuance and execution of the powers given to him by "The Companies Act, 1867," and of all other powers and authorities enabling him in that behalf, order and direct in manner following:—

The general order of the 21st of March, 1868, shall from henceforth take effect and be read as if the following rules had been inserted therein instead of rules eight and fourteen thereof.

8. Copies of such list containing the names and addresses of the creditors, and the total amount due to them, but omitting the amounts due to them respectively, or (as the judge shall think fit) complete copies of such list, shall be kept at the registered office of the company and at the offices of their solicitors and London agents (if any), and any person desirous of inspecting the same may at any time during the ordinary hours of business inspect and take extracts from the same, on payment of the sum of one shilling.

14. The result of the settlement of the list of creditors shall be stated in a certificate by the chief clerk, and such certificate shall state what debts or claims (if any) have been disallowed, and shall distinguish the debts or claims the full amount of which the company are willing to set apart and appropriate, and the debts or claims (if any) the amount of which has been fixed by inquiry and adjudication in manner provided by section 14 of the said Act, and the debts or claims (if any) the full amount of which is not admitted by the company, nor such as the company are willing to set apart and appropriate, and the amount of which has not been fixed by inquiry and adjudication as aforesaid; and shall show which of the creditors have consented in writing to the proposed reduction, and the total amount of debts due to them, and the total amount of the debts or claims, the payment of which has been secured in manner provided by the said 14th section and the persons to or by whom the same are due or claimed, but it shall not be necessary to show in such certificate the several amounts of the debts or claims of any persons who have consented in writing to the proposed reduction, or the payment of whose debts or claims have been secured as aforesaid.

HATHERLEY, C.
ROMILLY, M.R
JOHN STUART, V.C.
RICHD. MALINS, V.C
W. M. JAMES, V.C.

HOME CIRCUIT.

Entry of causes.

Causes can be entered provisionally at the office of the Clerk of Assize for the Home Circuit, in London, on Monday, March 15, and daily thereafter until Saturday, March 20, inclusive, between the hours of 10 and 2. They will be formally entered and put on the list at Kingston by the Clerk of Assize, in the order of their provisional entry, and before causes entered at Kingston. In case any record entered in London be withdrawn before the opening of the Commission at Kingston, the entry stamps will be returned. A list of causes for trial each day will be sent to London in the evening of the previous day, and will be affixed outside the porter's lodge, Serjeants'-inn, Chancery-lane, and also outside the office of Mr. Abbott, the Under-Sheriff, No. 8, New-inn, Strand, as soon as possible after the lists can be arranged. The first day's list will not extend beyond the 20th common jury in the list of causes provisionally entered, hould t here be so many. The list of causes provisionally entered may be seen at the London office of the Clerk of the Assize. No cause will be allowed to be entered under any circumstances after the sitting of the Court. This arrangement may not apply to future Assizes. By order of her Majesty's Judges of Assize.

QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir A. E. COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Easter Term, 1869.

IN TERM.

Middlesex.

Friday	April 16	Friday	April 30
Friday	„ 23		

There will not be any sittings during Term in London.

AFTER TERM.

Middlesex.		London.	
Monday	May 10	Thursday	May 13

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

AUSTRALIAN JUDGES.

The *Australasian* of Dec. 26 ult. says that in South Australia the lawyers appear as troublesome as the red rust. After noticing a bill newly introduced to regulate legal charges, and the rejection of a proposal made by some of the chief legal members of the Assembly to validate contracts between attorney and client for the performance of legal work for a fixed sum, the *Australasian* proceeds to give the following singular account of habitual "scenes in court":—

"But the very atmosphere of South Australia seems litigious. The bench itself cannot escape the prevalent influence. The late lamented Mr. Boothby's mantle seems to have descended upon Mr. Justice Gwynne. There is hardly a sitting of the court in which this eccentric functionary does not amuse himself with taking a shot at his chief. The latter appears at length to have been so worn out with these gambols of his learned co-adjutor that he has been obliged to apply for leave of absence, and as nothing connected with the law in South Australia is free from doubt, it will be necessary to obtain a special Act of Parliament before the unlucky Chief Justice can obtain even a temporary relief from his tormentor. We select out of many instances—so many indeed that the press seems to

regard them as partly the usual business of the court, and as not deserving of any special notice—the following specimen of judicial amenities:—

Mr. Wigley briefly supported the argument of Mr. Way.

The Chief Justice said.—We will consider judgment.

Mr. Justice Gwynne.—You will. I don't want to consider.

The Chief Justice.—As my learned colleague has said, I am rather slower than he is, and therefore I wish time to consider my judgment.

Mr. Justice Gwynne.—That may be. I don't wish to consider.

The Chief Justice.—I speak for the Court.

Mr. Justice Gwynne.—I don't wish to.

The Chief Justice.—I say the Court does wish, and, as Chief Justice, speak for the Court, and I must claim my right as Chief Justice.

Mr. Justice Gwynne.—Then I must claim my right.

The Chief Justice.—But you have no right to speak in the name of the Court.

Mr. Justice Gwynne.—I did not do so. But I shall continue to express my opinion decidedly and candidly without being affected at all by this sort of observat ions as long as I sit here.

Judgment reserved."

PUBLIC COMPANIES.

LAST QUOTATION, March 19, 1869.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 93¼	Annuities, April, '85
Ditto for Account, April 8, 93¼	Do. (Red Sea T.) Aug. 1903
3 per Cent. Reduced, 91⅛	Ex Bills, £1000, 5 per Ct. p m
New 3 per Cent., 91⅛	Ditto, £500, Do 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year) 244
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 212	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent. July, '80 112½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account,—	Do. Do., 5 per Cent., Aug. '73 104½
Ditto 4 per Cent., Oct. '88 106⅞	Do. Bonds, 5 per Ct., £1000 — p.n
Ditto, ditto, Certificates, —	Ditto, ditto, under £100b, 10 pm
Ditto Enfaced Ppr., 4 per Cent.	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78½
Stock	Caledonian	100	80⅝
Stock	Glasgow and South-Western	100	99
Stock	Great Eastern Ordinary Stock	100	37 ⅛
Stock	Do., East Anglian Stock, No. 2	100	— ⅜
Stock	Great Northern	100	108
Stock	Do., A Stock*	100	107½
Stock	Great Southern and Western of Ireland	100	97⅝
Stock	Great Western—Original	100	50
Stock	Do., West Midland—Oxford	100	25
Stock	Do., do.—Newport	100	31
Stock	Lancashire and Yorkshire	100	123½
Stock	London, Brighton, and South Coast	100	49¼
Stock	London, Chatham, and Dover	100	17½
Stock	London and North-Western	100	114
Stock	London and South-Western	100	88½
Stock	Manchester, Sheffield, and Lincoln	100	53¾
Stock	Metropolitan	100	104 x d
Stock	Midland	100	117
Stock	Do., Birmingham and Derby	100	85
Stock	North British	100	36
Stock	North London	100	122
Stock	North Staffordshire	100	59
Stock	South Devon	100	43
Stock	South-Eastern	100	75¾
Stock	Do., Deferred		45
Stock	Taff Vale	100	150

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The past week has been particularly uneventful. The funds opened with much dulness and remained with scarcely a movement for several days. Foreign securities also were depressed, the movements of the Continental Exchanges influencing them unfavourably. At the last the funds are improving, having been set on the move, apparently, by the more cheerful anticipations of foreign politics. All descriptions are just now improving, especially railways.

The fifteenth annual meeting of the Briton Medical and General Life Association was held on Thursday last. The following results were reported:—The new premiums on 2,472 policies issued amounted to £25,277, and the renewal premiums to £204,372. The claims paid, or which were admitted, but had not matured at the date of the balance sheet, amounted to £127,886 and the assets in hand £667,493. A dividend was declared at the rate of eight per cent. per annum on the share capital of the association as increased by the last bonus, being equivalent to sixteen per cent. on the original payment per share. The establishment of the Britannia Fire Association, which was projected under the auspices of the Briton Society, is specially referred to in the report.

The question discussed at the meeting of the Law Students' Debating Society on Tuesday was—"Is the Judicia Committee of the Privy Council a satisfactory tribunal for the decision of ecclesiastical matters?" which question was opened by Mr. Addison, and after a debate extending considerably over two hours was decided by the society in the affirmative by a majority of seven. Twenty-eight members were present.

A return has been published from the Accountant-General of the Court of Chancery, showing the state of the Suitors' Fund and the Suitors' Fee Fund. The Suitors' Fund shows a cash balance of £16,023 (about £800 less than last year), and a stock balance of £3,513,111 (£222,608 less than last year). The Suitors' Fee Fund shows a cash balance of £181,998, (about £20,000 more than last year). Part of this has been brought over from the Suitors' Fund under 15 & 16 Vict. c. 87, s. 53.

LAWYER BARONETS.—Several gentlemen belonging to the legal profession have recently become baronets in due course of succession. In the first place, the Right Hon. Frederick Shaw, Recorder of the City of Dublin, has succeeded to the hereditary honours of his family by the death of his elder brother, Sir Robert Shaw, Bart., of Bushy-park, in the county of Dublin. Sir Frederick Shaw was born in 1799, and was educated at Trinity College, Dublin, and afterwards at Brasenose College, Oxford. He was called to the Bar in Ireland in Trinity Term, 1822; and was M.P. for the city of Dublin from 1830 to 1832, and for Dublin University from 1832 to 1848. He has been Recorder of Dublin since 1828, and became a member of the Irish Privy Council in 1835. A younger brother of Sir Frederick Shaw is Mr. Charles Shaw, Q.C., of the Irish Bar, who was Law Adviser at Dublin Castle under the late Government. By the death of Sir John Peter Boileau, Bart., that title devolves on his eldest surviving son, Mr. Francis George Manningham Boileau, who was called to the Bar by the Hon. Society of Lincoln's-inn, in April, 1855. Sir Francis Boileau, who has practised as an equity draughtsman and conveyancer, married, in 1860, Lucy Henrietta, eldest daughter of Sir George Nugent, Bart., by which lady he has issue. The baronetcy bestowed on Sir James Emerson Tennent in 1867 has descended to his son, now Sir William Emerson Tennent, of the Board of Trade Office, who was called to the Bar at the Inner Temple in January, 1869, and is a deputy-lieutenant of County Fermanagh, in Ireland.

FEMALE LAWYER.—Iowa has one female lawyer. In North English, Iowa country, there may be seen, in front of a neat office, a sign with the following inscription in gilt letters, "Mrs. Mary E. Magoon, Attorney at law." We understand that Mrs. Magoon is having a good practice and is very successful as a jury lawyer.—*Chicago Legal News.*

Judge ——, when first admitted to the bar, was a very blundering speaker. On one occasion, when he was trying a case of replevin, involving the right of property in a lot of hogs, he said: Gentlemen of the jury, there were just twenty-four hogs in that drove; just twenty-four, gentlemen; exactly twice as many as there are in that jury-box.—*Chicago Legal News.*

ESTATE EXCHANGE REPORT.

AT THE MART.

March 16.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold profit rental of £389 15s. per annum (for about 30 years), arising from property situate in Bleeding Hart-yard, Hatton-garden—Sold for £2,500.

March 17.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold premises, Nos. 116 & 117, Fenchurch-street, producing £1,455 per annum; term, 75 years from 1857, at £400 per annum—Sold for £6,600.

March 18.—By Mr. A. BOOTH.

Leasehold, two residences, Nos. 13 and 14, St. Bartholomew-road, Camden-road; term, 65 years from 1854, at £9 5s. per annum—Sold for £1,450.

By Mr. GEORGE GOULDSMITH.

Freehold, two residences, Nos. 26 and 27, Beaufort-gardens—Both sold for £7,200.

By Messrs. FURBER & PRICE.

Estate, comprising a freehold ground-rent of £20 per annum, and 21 houses, forming nearly the south side of Britannia-row, Essex-road, Islington, producing £500 per annum, and covering an area of nearly 20,000 superficial feet.—Sold for £5,655.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DAUNEY—On March 12, at 14, Albemarle-street, the wife of Alexander Dauney, Esq., Barrister-at-Law, of a daughter.

KENT—On March 13, at 1, Campden-grove, Kensington, W., the wife of Charles Kent, Esq., Barrister-at-Law, of a daughter.
PINCHES—On March 17, at 19, Ladbroke-square, Notting-hill, the wife of Edward E. Pinches, Esq., Barrister-at-Law, of a daughter.
SMITH—On March 14, at 3, Eaton-place, the wife of W. J. Bernhard Smith, Esq., Barrister-at-Law, of a daughter.
STERRY—On March 14, at Beddington, Surrey, the wife of Arthur Sterry, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

HOLMES—MOULE—On March 17, at St. George's, Beckenham, Hugh Holmes, Esq., Barrister-at-Law, Dublin, to Olivia, daughter of J. W. Moule, Esq., Laurie-park, Sydenham.

DEATHS.

BOULTON—On March 12, at 24, Argyle-square, W.C., Percy Hamilton, son of Robert Boulton, Esq., Solicitor, of 11, Berners-street, W., aged 11 years.
FARIS—On March 13, at his residence, 29, Strand-road, Sandymount, John Faris, Esq., Solicitor, aged 68 years.
HOLMER—On March 15, at St. Leonard's-on-Sea, George Holmer, Esq., Solicitor, late of Clapham, and Philpot-lane, City, in his 75th year.
MEREDITH—On March 13, at 56, Upper Mount-street, Dublin, the residence of her father, Dr. Hargrave, Florence, the wife of James Creed Meredith, Esq., LL.D., Barrister-at-Law, aged 22 years.
POOLEY—On March 5, at 6, St. George's-terrace, Islington, James Pooley, Esq., Solicitor, Lincoln's-inn-fields, aged 81.
WILLETT—On March 16, at The Close, Norwich, Thomasina Georgiana, the wife of Charles Wethered Willett, Esq., Barrister-at-Law.
WOODWARD—On March 3, at Henwick, near Worcester, F. D. Woodward, Esq., Solicitor, formerly of Pershore, in his 84th year.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, March 12, 1869.

UNLIMITED IN CHANCERY.

Cork and Kinsale Junction Railway Company.—Vice-Chancellor Malins has, by an order dated Jan 18, confirmed the scheme of arrangement between the above company and their creditors. Ratcliffe & Davies, Craven-st, Strand, solicitors to the company.

LIMITED IN CHANCERY.

Farnborough Cottage Company (Limited and Reduced).—Petition for confirming a resolution reducing the capital of the above company from £10,000 to £8,000 was on Feb 27 presented to the Lord Chancellor, and is now pending. The list of creditors of the company is to be made out as for April 15. Patteson & Cobbold, New Bridge-st, solicitors for the company.

General Iron Screw Collier Company (Limited and Reduced).—Petition for confirming a resolution reducing the capital of the above company from £250,000 to £120,000, presented May 6, directed to be heard before the Master of the Rolls on March 20. Thomas & Hollams, Mincing-lane, solicitors for the company.

Great Northern Copper Mining Company of South Australia (Limited).—The Master of the Rolls has, by an order dated March 1, ordered that the above company be wound up. Vallance & Vallance, Essex-st, Strand, petitioner's solicitors.

International Contract Company (Limited).—Vice-Chancellor Stuart has, by an order dated Feb 20, appointed Alfred Augustus James, Token-house-yard, official liquidator.

Photogenic Gas Company (Limited).—Petition for winding-up, presented March 10, directed to be heard before Vice-Chancellor James on March 20. Marsden, Walbrook, solicitor for the petitioner.

Royal (Forest of Dean) Mining Company (Limited).—Petition for winding-up, presented March 11, directed to be heard before Vice-Chancellor Malins on April 16. Tucker, St Swithin's-lane, solicitor for the petitioner.

Turin and Moron Railway Company (Limited).—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, to Henry Chatteris, Gresham-buildings, Basing-hall-st. Friday, April 9, at 1, is appointed for hearing and adjudicating upon the debts and claims.

Valgudemard Mining Company (Limited).—Petition for winding-up, presented March 11, directed to be heard before the Master of the Rolls on March 20. Vallance & Vallance, Essex-st, Strand, solicitors for the petitioners.

TUESDAY, March 16, 1869.

LIMITED IN CHANCERY.

Cherbourg Steam Packet Company (Limited).—The Master of the Rolls has appointed George Augustus Cape, 8, Old Jewry, to be official liquidator.

Patent Floor Cloth Company (Limited).—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, to William Browne and Henry Brogden, 15, Mosley-st, Manch.

Photogenic Gas Company (Limited).—Petition for the continuance of the voluntary winding up, presented March 13, directed to be heard before Vice-Chancellor James on April 17. Courtenay & Croome, Gracechurch-st, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 12, 1869.

Batley, Geo, Rugby, Warwick, Nurseryman. April 10. Bayard v Batley, V.C. Stuart. Fuller, Rugby.
Clubb, Geo, Plumstead, Kent, Gent. April 20. Kane v Wates, M. R. Harcourt & Macarthur, King's-arms-yard, Coleman-st.
Garner, Thos, Tranmere, Bebington, Chester, Publican. April 20. Garner v Garner, V.C. Stuart. Whilley & Maddock, Lpool.
Hart, John, Lunatic Asylum, Colney Hatch, Middx, Lunatic. April 10. Hart v Hart, M. R. Stileman & Neate, Southampton-st, Bloomsbury-sq.
Strother, Wm John, Darlington, Durham, Surgeon. April 6. Stevenson v Plews, V.C. Malins. Burn, Carter-lane, Doctors'-commons.
Tilke, John, Sidbury, Devon, Yeoman. April 4. Tilke v Parratt, M. R. Truscott, Exeter.

TUESDAY, March 16, 1869.

Leigh, Jane, Hanover-pk, Peckham, Spinster. April 14. Kenrick v Wood, V.C. Malins. Hooke, Lincoln's-inn-fields.
Meager, Wm, Tunbridge Wells, Kent, Wine Merchant. April 30. Tuck v Tuck, V.C. Stuart. Halse & Co, Tunbridge Wells.
Pickmere, Amelia, Warrington, Lancaster, Widow. April 15. Ashton v Lees, V.C. Stuart.
Stone, John, Weston-super-Mare, Somerset, Barrister. April 10. Stone v Stone, V.C. James. Baker & Phillott, Weston-super-Mare.
Walker, John Hy, Exmouth, Devon. April 15. Walker v Dolphin, V.C. Stuart. Torr & Co, Bedford-row.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 12, 1869.

Atkins, Chas, Sydney-st, Brompton. June 24. Burne, Bath.
Atkinson, Lydia, Huddersfield, York, Widow. May 11. Hesp & Co, Huddersfield.
Bell, Geo, sen, Hampden-st, Harrow-rd, Licensed Victualler. April 15. Garrett, Doughty-st, Mecklenburgh-sq.
Bent, Wm Hy, Heath-st, Hampstead. April 16. Gibson & Sons, Lincoln's-inn-fields.
Clark, John, Sudbury, Suffolk, Innkeeper. April 1. Andrews & Canham, Sudbury.
Cormick, John, Devonport, Devon, Colonel. April 10. Sweetland, Lincoln's-inn-fields.
Doyle, Matthew, High-st, Whitechapel, Grocer's Assistant. April 25. Johns, Edward-st, Dorset-sq.
Driver, Hy, New Windsor, Berks, Draper. May 31. Darvill & Co, Windsor.
Gladstone, Geo Joseph, Brunswick-st, Blackwall, Surveyor. April 20. Cattarns & Jehu, Mark-lane.
Harris, Hy, Duke-st, Manchester-sq, Poulterer. June 1. Champion, Ironmonger-lane, Cheapside.
Hugo, Maria Sykes, Heavitree-park, nr Exeter, Widow. April 8. Smith & Co, Crediton.
Lemâle, Jean Theodore, New Hampton, Middx, Dentist. April 30. Fladgate & Co, Craven-st, Strand.
Mason, Wm, Ashby-de-la-Zouch, Leicester, Cordwainer. May 31. Fisher, Ashby de-la-Zouch.
Meyer, Wm Thos, Sackville-st, Piccadilly, Esq. April 15. Harrison & Co, Gray's-inn-sq.
Musgrove, Catherine, Ashby-de-la-Zouch, Leicester, Widow. April 16. Fisher, Ashby-de la-Zouch.
Norman, Mary, Cow Cross-st, West Smithfield, Widow. April 17. Smith & Son, Furnival's-inn.
Roberts, Hy, Lpool. June 6. Whitaker, Duchy of Lancaster Office.
Thomas, Hy, Elizabeth-cottage, Upper Holloway. April 20. Weir & Robins, Guildhall-chambers.
Twort, Wm, Tonbridge, Kent, Builder. May 5. Pearless & Sons, East Grinstead.
Wills, John Fisher, Windsor-cottages, Haverstock-hill, Comm Agent. May 14. Burkitt, Carriers'-hall, London-wall.

TUESDAY, March 16, 1869.

Beale, Mabel Gray, Southsea, Southampton, Spinster. June 1. Binsteed & Elliott, Portsmouth.
Clarke, Richd, Notting-hill-sq, Esq. May 12. Hayes & Co, Russell-sq.
Chambers, Catherine, Bedford, Widow. June 15. Tamplin & Tayler, Fenchurch-st.
Coe, Jas, Bolton, Lancaster, Gent. May 12. Briggs & Bailey, Bolton.
Corbett, Wm, Yate, Gloucester, Farmer. April 30. Trenfield, Chipping Sodbury.
Fowler, Richd, Camberwell-house, Camberwell, Gent. May 5. Pike & Son, Old Burlington-st.
Gilchrist, Jas, Somerset-st, Manchester-sq. May 15. Clarke & Co, Lincoln's-inn-fields.
Graham, Alexander Joseph Slade, Blakeney, Gloucester, Esq. May 1. Tompson & Co, Stone-buildings, Lincoln's-inn.
Greenaway, Richd, Steventon, Berks, Farmer. May 20. Ormond, Wantage.
Griffiths, Richd Stephen, Gibson-st, Waterloo-rd, Wine Merchant. May 18. John & Co, Doctors'-commons.
Hamond, Fredk Geo, Lumley House, Horley, Surrey, Esq. April 15. Rae, Mincing-lane.
Hansard, Richd Jas, Wellington-sq, Chelsea, Esq. April 15. Young & Co, St Mildred's-ct, Poultry.
Harrison, Mary Georgina, Chorlton-upon-Medlock, Lancaster, Widow. June 10. Whitaker, Duchy of Lancaster Office.
Harvey, John Inglis, Fulham-rd. May 11. Stee'e & Sons, Bloomsbury-sq.
Lloyd, Edwd, Lingcroft, York, Esq. April 13. Grey, York.
Neele, Saml John, Strand, Engraver. June 1. Abraham.
Nicholson, Catherine Ann, Stockton, Durham, Glass Dealer. May 1. Newby & Co.
Petit, Rev John Louis, New-sq, Lincoln's-inn, M.A. April 30. Few & Co, Covent-garden.
Pugh, Mary, Clifton, Gloucester, Spinster. April 12. Few & Co, Covent-garden.
Richards, Caroline, Tottenham, Widow. April 25. Walters & Gush, Finsbury-circus.
Todd, Mary, Sunderland, Durham, Haberdasher. May 1. Robinson, Sunderland.

Willcox, Wm, Tachbrook, Warwick, Yeoman. April 30. T. & R. C. Heath, Warwick.
Williams, Owen, Bangor, Carnarvon, Licensed Victualler. April 10. Jones & Jones, Portmadoc.

Deeds registered pursuant to Bankruptcy Act, 1869.

FRIDAY, March 12, 1869.

Arnold, Edwin Thos, & Fredk Arnold, Devonport, Devon, Ironmongers. Feb 11. Asst. Reg March 10.
Aston, Saml Alfred, Stafford-st, Walsall, Stafford, Currier. Feb 18. Comp. Reg March 11.
Atkin, Wm, Lpool, Restaurant Keeper. March 2. Comp. Reg March 11.
Beavis, Robt, Shanklin, Isle of Wight, Builder. Feb 11. Asst. Reg March 11.
Budd, Wm Tucker, Ashburton, Devon, Miller. Feb 12. Asst. Reg March 10.
Burge, Edwin, Bailey-st, Oswestry, Salop, Mercer. Feb 13. Asst. Reg March 11.
Carey, Thos, Saltford, nr Bath, Somerset, Farmer. Feb 17. Comp. Reg March 11.
Champness, Jas, Houghton Regis, Bedford, Publican. Feb 16. Comp. Reg March 12.
Chennell, Robt, Warwick, Porter Merchant. Feb 11. Asst. Reg March 10.
Cleaver, Arthur, Nottingham, Licensee for Norton's Patent Tube Wells. March 2. Comp. Reg March 9.
Cornish, Benj, Frome, Somerset, Maltster. Feb 13. Comp. Reg March 10.
Crane, John Bell, Birkenhead, Chester, Farmer. March 8. Asst. Reg March 10.
Crouch, John Baxter, Oxford-st, Silversmith. Feb 23. Asst. Reg March 12.
Dawson, Edwd, Gloucester, Draper. Jan 9. Asst. Reg March 11.
Dawson, Ellen, Birtle-cum-Ramford, Lancaster, Chemical Manufacturer. Feb 11. Asst. Reg March 11.
Downie, Thos Wm, Newcastle-upon-Tyne, Wine Merchant. Jan 27. Comp. Reg March 10.
Firth, Chas, Ossett, Dewsbury, Cart Driver. Feb 16. Asst. Reg March 11.
Fresman, Hy Mason, Allonby, Cumberland, Brewer. March 4. Asst. Reg March 12.
Garforth, Richd Hudson, & Thos Walmsly, Bradford, York, Joiners. March 5. Comp. Reg March 11.
Glazebrook, Geo, Birm, Warwick, Plumber. Feb 8. Asst. Reg March 10.
Goodman, Geo, Shefford, Bedford, Grocer. Feb 9. Comp. Reg March 11.
Goodwin, Wm Hy, Laurie-pk, South Norwood, Surrey. Feb 10. Comp. Reg March 10.
Harrison, Saml, Edgbaston, Warwick, Farmer. Feb 11. Comp. Reg March 9.
Hartley, John, Windermere, Westmorland, Corn Dealer. Feb 13. Comp. Reg March 10.
Hill, John, Bristol, Baker. Feb 12. Asst. Reg March 10.
Jefferson, Edwd, Leeds, York, Publican. Feb 5. Asst. Reg March 11.
Kember, Alfred, Croydon, Surrey, Grocer. Feb 18. Asst. Reg March 11.
Knell, Saml, Throop, Southampton, Dissenting Minister. Feb 4 Asst. Reg March 10.
Mann, Richd, Brompton, Middlesex, Tutor. Feb 12. Asst. Reg March 11.
Marriott, Chas, Tollington-pk, Middlesex, Builder. Feb 19. Asst. Reg March 10.
Moore, Jas, Chester, Brick Dealer. Feb 12. Asst. Reg March 10.
Moore, John Geo, Putney, Surrey, Gent. Feb 20. Comp. Reg March 11.
Oatfield, Thos, Birkenhead, Chester, Spirit Dealer. Feb 12. Comp. Reg March 10.
Partington, Wm, Runcorn, Carrier. Feb 19. Asst. Reg March 12.
Porter, Thos, & Rogers Porter, Wotton-under-Edge, Gloucester, Cloth Manufacturers. Feb 19. Asst. Reg March 11.
Reubens, Reuben, Lpool, Lancaster, Watch Maker. Feb 24. Comp. Reg March 6.
Ridley, Wm Jas, Penge, Surrey, Grocer. March 9. Asst. Reg March 11.
Roberts, Josiah, Swansea, Glamorgan, Licensed Victualler. Feb 12. Asst. Reg March 11.
Rogers, Abel, Princes Risborough, Buckingham, Maltster. Feb 11. Comp. Reg March 11.
Russell, Thos, Hackney, Middlesex, Cheesemonger. Feb 3. Comp. Reg March 10.
Sazelby, Chas, Birm, Warwick, Boot Manufacturer. Feb 15. Comp. Reg March 10.
Seed, Thos, Preston, Lancaster, Provision Dealer. Feb 5. Asst. Reg March 10.
Seward, Geo Minter, Peckham-rye, Surrey, Corn Chandler. Feb 24. Comp. Reg March 10.
Swan, Benj Harrold, Derby, Licensed Victualler. Feb 15. Asst. Reg March 8.
Wathen, Jas, Bateman, Fenton, Stafford, Earthenware Manufacturer. Feb 15. Comp. Reg March 9.
Wells, Richd, Hastings, Sussex, Coal Merchant. Feb 3. Comp. Reg March 10.
Whippe, Thos Loft, Bradford, York, Heckle Pin Maker. Feb 25. Comp. Reg March 10.
White, Jas, Dorchester, Dorset, Travelling Draper. Feb 8. Comp Reg March 10.
Winterbottom, Archibald, March, Merchant. Feb 24. Comp. Reg March 12.
Wise, Wm Jas, Lee, Kent, Builder. March 8. Comp. Reg March 12.
Woodcock, John Grexham, Briston, Norfolk, Wine Merchant. Feb 20. Asst. Reg March 11.

TUESDAY, March 16, 1869.

Armstrong, Chas Alfred, Stepney, Middlesex, out of business. March 1. Comp. Reg March 15.
Barton, Robt Cox, Bedminster-causeway, Bristol, Draper. Feb 25. Comp. Reg March 13.
Bowles, Chas Edwd, Swindon, Wilts, Schoolmaster. Feb 22. Comp. March 15.
Brooke, Crowther, Huddersfield, York, Flock Dealer. Feb 19. Asst. Reg March 15.
Brown, Sidney, Bernerton, Wilts, Builder. Feb 17. Asst. Reg March 13.
Carr, Jas Arthur, Leeds, York, Jeweller. March 1. Comp. Reg March 15.
Chappell, Wm, Kingston-upon-Hull, Shoe Manufacturer. Feb 12. Comp. Reg March 15.
Charlesworth, Jas, Mansfield, Nottingham, Draper. Feb 12. Asst. Reg March 12.
Cockill, John, Openshaw, Lancaster, Tailor. March 5. Comp. Reg March 16.
Concill, Dan, Farnworth, Lancaster, Bellman. March 11. [Comp. Reg March 13.
Davy, John, Launceston, Devon. District Surveyor. Feb 13. Comp. Reg March 13.
Dawson, Saml, & Ralph Robinson Dawson, York, Woolstaplers. Feb 13. Comp. Reg March 13.
De Poitiers, Gustave, Tynemouth, Northumberland, Professor of Languages. Feb 23. Asst. Reg March 13.
Dixon, Hy, Newcastle-upon-Tyne, Tailor. Jan 14. Asst. Reg March 12.
Downing, Chas, Gt Yarmouth, Norfolk, Smack Owner. Feb 22. Asst. Reg March 12.
Dugan, Alfred, Landport, Hants, Draper. Feb 27. Comp. Reg March 16.
Dunning, Wm, Monkwearmouth, Durham, Cabinet Maker. March 6. Comp. Reg March 13.
Dutton, Saml Geo, Chelsea, Middlesex, Cabinet Carver. Feb 15. Comp. Reg March 13.
Ellison, Richd, Lpool, Lancaster, Baker. Feb 23. Comp. Reg March 12.
Flower, Edwd, Aldgate, Wholesale Druggist. Feb 15. Asst. Reg March 13.
Forknall, Hezekiah, & John Forknall, Leicester, Pasteboard Manufacturers. March 9. Comp. Reg March 15.
Gledhill, Geo, Morley, York, Cloth Manufacturer. Feb 19. Comp. Reg March 15.
Goslin, John, Fenchurch-st, Builder. March 13. Comp. Reg March 15.
Grainger, John, Ampleforth, York, Steam Thrashing Machine Proprietor. Feb 8. Asst. Reg March 13.
Greaves, John, Hulme, Lancaster, Chemist. Dec 24. Asst. Reg March 13.
Halley, Jas, Peckham, Surrey, Draper. Feb 16. Asst. Reg March 13.
Hanson, Joseph, Halifax, York, Grocer. Feb 12. Asst. Reg March 13.
Harborow, Edwd Alfred, Leamington, Warwick, Grocer. March 5. Asst. Reg March 15.
Heliberg, Chas Augustus, & Anton Julius Anderson, North Shields, Northumberland, Ship Chandlers. Feb 17. Asst. Reg March 13.
Hill, Richd, Ibstock, Leicester, Butcher. Feb 18. Asst. Reg March 16.
Hodge, Geo, Luton, Bedford, Builder. Feb 17. Asst. Reg March 13.
Hornby, Jas, Lpool, Lancaster, Watch Manufacturer. March 13. Comp. Reg March 15.
Insole, Jas Geo, & Jas Beck, Preston, Lancaster, Cotton Manufacturers. Feb 15. Asst. Reg March 12.
Jeffreys, Richd, Lowther, Lansdowne-place, South Lambeth, Gent. March 4. Asst. Reg March 13.
Jonas, Saml, Spitalfields, Middlesex, Wholesale Clothier. Feb 19. Comp. Reg March 15.
Kay, Wm, Bakewell, Derby, Schoolmaster. Feb 6. Asst. Reg March 13.
Kilby, Robt, Homerton, Middlesex, Baker. March 5. Comp. Reg March 15.
Matthews, Hy Alfred, Denmark-hill, Surrey, Schoolmaster. Feb 25. Comp. Reg March 13.
Norris, Geo, Chalk Farm-rd, Middlesex, Grocer. March 11. Comp. Reg March 12.
Phillips, John, Cardiff, Glamorgan, Colliery Proprietor. Feb 26. Comp. Reg March 16.
Pidcock, Wm, Alsager, Chester, Innkeeper. Feb 8. Asst. Reg March 15.
Presgrave, Mary Isabella, Bayswater, Middlesex, Widow. Jan 29. Comp. Reg March 12.
Priest, Wm, Preston, Lancaster, Licensed Victualler. Jan 21. Asst. Reg March 12.
Ramsey, Frederic, Battersea, Surrey, Publican. March 8. Comp Reg March 15.
Richardson, Hy, Horsley Woodhouse, Derby, Tanner. Feb 16. Comp. Reg March 15.
Rowe, Roger, Kingsland-rd, Middlesex, Baker. March 10. Comp. Reg March 13.
Saunders, Hy, Kensington, Middlesex, Builder. March 1. Comp. Reg March 16.
Shelton, Thos, jun, & Joseph Duddington, Peterborough, Bakers. March 13. Asst. Reg March 12.
Sheridan, Chas, Lozells, Warwick, Licensed Victualler. March 11. Comp. Reg March 15.
Shillabeer, John, Plymouth, Devon, Draper. Feb 20. Comp. Reg March 13.
Smith, Edwd, Gt Yarmouth, Norfolk, Whitesmith. March 1. Comp. Reg March 16.
Smith, Wm, sen, & John Smith, Sunderland, Durham, Painters. Feb 19. Comp. Reg March 13.
Turnbull, Fredk, & Saml Turnbull, Shoreditch, Middlesex, Cardboard Makers. March 4. Comp. Reg March 12.
Wanstall, Hy, & Fredk Willis, Huddersfield, York, Tea Dealers. Jan 25. Conv. Reg March 12.
Ward, Chas Isaac Clover, Fenchurch-st, Wine Merchant. Feb 15. Comp. Reg March 11.
Wharton, John, Lpool, Lancaster. March 8. Asst. Reg March 13.
Williams, Wm, Newcastle-upon-Tyne, Shopman. Feb 24. Comp. Reg March 15.
Wood, Edmund, Hammersmith, Middlesex, Builder. Feb 20. Comp. Reg March 16.

Woolrich, John, Burslem, Stafford, Joiner. Jan 29. Comp. Reg March 12.

Bankrupts.

FRIDAY, March 12, 1869.

To Surrender in London.

Anderson, Richd, Manchester st, Notting-hill, Middlesex, Carpenter. Pet March 9. Pepys. April 8 at 12. Hicks, Strand.

Baker, Jas Fredk, Manchester-ter, Kilburn, Middlesex, Builder. Pet March 9. Murray. March 22 at 1. Clarke, St Mary's-sq, Paddington.

Barker, John & Frank Gwyn Dewing, Gt Tower-st, Wine Merchants. Pet March 8. March 24 at 11. Watson, Cannon-st.

Barwell, Benj, Catherine-pl, Commercial-rd, Peckham, Surrey, Oilman. Pet March 10. April 7 at 12. Marshall, Lincoln's-inn-fields.

Bullen, Hy, Jonson-pl, Harrow-rd, Paddington, Cheesemonger. Pet March 9. March 22 at 2. Pidding & Wade, Clifford's-inn.

Chapman, Chas, Spurstowe-rd, Hackney, Master Mariner. Pet March 9. Roche. March 24 at 12. Kerly, London-wall.

Clark, Thos, Park Farm, Chadwell-heath, Essex, Farmer. Pet March 9. March 24 at 2. Preston, Basinghall-st.

Culley, John, Slough, Bucks, Builder. Pet March 8. Roche. March 24 at 11. Neate, Southampton-bldgs, Chancery-lane.

Day, Wm Gibbons, Magdalen-st, Oxford, Dealer in Snuff. Pet March 8. March 24 at 2. Looker, Oxford.

Duke, Robt Richd, Berners-st, Oxford-st, Clerk in Holy Orders. Pet March 9. Roche. March 24 at 12. Buchanan, Basinghall-st.

Ely, Joseph Jas, Bridge-rd, Battersea, Surrey, Beerhouse Keeper. Pet March 5. Pepys. April 9 at 1. Michael, Gresham-bldgs, Basinghall-st.

Facey, Wm Hy, Richmond-grove, Surbiton-hill, Kingston, Surrey, Carman. Pet March 9. Roche. March 24 at 11. Cooke, Gresham-bldgs, Basinghall-st.

Fouracres, Saml, Cranbourn-st, Leicester-sq, Tailor. Pet March 8. April 7 at 11. Austin, Cranbourn-st.

Greenway, John, Linslade, Buckingham, Stone Mason. Pet March 10. Roche. March 24 at 12. Brown, Basinghall-st; Pettit, Leigh on Buzzard.

Hodgkinson, Geo, King-st, King's Lynn, Norfolk, Collector of Rates. Pet March 10. April 7 at 1. Nickols & Co, Cook's-ct, Lincoln's-inn.

How, Wm, West Malling, Kent, Licensed Victualler. Pet March 10. Pepys. April 9 at 12. Lewis & Co, Old Jewry.

Jones, Fredk Timothy, Prisoner for Debt, London. Pet March 5 (for pau). Brougham. March 24 at 2. Dobie, Gresham-st.

Keene, John, St Martin's-le-Grand, Drill Master. Pet March 8. Roche. March 24 at 11. Rigby, Basinghall-st.

Kershner, Geo Fredk, King-st, West Smithfield, Licensed Victualler. Pet March 4. April 7 at 2. Nash & Co, Suffolk-lane.

Kugele, Christian, Magdala-ter, Notting-hill, Journeyman Baker. Pet March 10. March 22 at 2. Pullen, Cloisters, Temple.

Nathan, Hy, Aldgate, Tobacconist. Pet March 9. Pepys. April 9 at 11. Olive, Portsmouth-st, Lincoln's-inn.

Pannell, Michael, Holborn-hill. Pet March 5. Pepys. April 8 at 1. Hooper, Clifford's-inn.

Richards, Thos, Albany-rd, Camberwell, Brushmaker. Pet March 10. Roche. March 24 at 1. Godfrey, Hatton-garden.

Riordan, Hussey de Burgh Twiss, Leiston, Suffolk, Physician. Pet March 10. Pepys. April 9 at 1. White & Co, Whitehall-pl.

Ripley, Roswell Sabine, Prisoner for Debt, London. Pet March 8. Pepys. April 9 at 1. Watson, Cannon-st.

Salmarsh, John Jenner, High Holborn, Licensed Victualler. Pet March 10. Pepys. April 9 at 1. Norton, Gresham-bldgs.

Sargent, Thos Denny, Prisoner for Debt, London. Pet March 6 (for pau) Murray. March 22 at 1. Watson, Basinghall-st.

Seymour, Saml, Lower-green, Speldhurst, Kent, Weelwright. Pet March 9. March 22 at 2. Hales & Co, Cheapside.

Sherwood, Wm Hy, Elm Tree-rd, St John's-wood, Surgeon. Pet March 10 Roche. March 24 at 1. Stuchbury, Jewin-st.

Smith, Hy Meux, Ryder-st, St James's, Gent. Pet March 8. Roche. March 24 at 11. Hunter & Co, New-sq, Lincoln's-inn.

Stainforth, Fras Edwd, Bloomsbury-sq, out of employment. Pet March 5. March 24 at 12. Godfrey, Hatton-garden.

Strange, Wm Jas, Hercules-bldgs, Lambeth, Compositor. Pet March 8. Pepys. April 8 at 2. Wright, Chancery-lane.

Sumner, Jas Wm, Esmond-rd, Old Ford, Bow, out of business. Pet March 9. Roche. March 24 at 12. Steadman, London-wall.

Tanner, John Eyre, Cowley, Oxford, Builder. Pet March 9. Pepys. April 9 at 11. Poole, Bartholomew-close.

Timpson, Mortimer Adolphus, Charles-st, City-rd, Photographer. Pet March 9. Roche. March 24 at 12. Watson, Basinghall-st.

Townsend, Jas, Latchmere-grove, Battersea, Fat Collector. Pet March 8. March 24 at 2. Condy, Falcon-rd, Battersea.

Winter, Chas, Alexandria-ter, Victoria-pk-rd, out of business. Pet March 10. Roche. March 24 at 1. Beard, Basinghall-st.

Worwood, Hy, Copley-st, Stepney, Lighterman. Pet March 9. March 23 at 2. Marshall, Lincoln's inn-fields.

To Surrender in the Country.

Alder, Wm, Birm, Warwick, Grocer. Pet March 9. Tudor. Birm March 24 at 12. Southall, Birm.

Allen, John, Greasbrough, York, Coachman. Pet March 8. Newman. Rotherham, April 5 at 1. Gee, Chesterfield.

Apps, Fredk, Hastings, Sussex, Butcher. Pet March 8. Young, Hastings, March 23 at 11. Norris, St Leonard's-on-Sea.

Boothman, Jas, Lpool, Lancaster, out of business. Pet March 5. Hime. Lpool, March 23 at 2. Thornley, Lpool.

Bowers, Thos, Leek, out of business. Pet March 9. Hill, Birm, March 24 at 12. James & Griffin, Birm.

Broadbent, Wm, Leeds, York, Grocer. Pet March 10. Marshall, Leeds, March 25 at 12. Harle, Leeds.

Buckton, Geo, Lazenby, York, Butcher. Pet March 6. Perkins, Stokesley, March 25 at 12. Wilcox, Stokesley.

Budd, Richd, Lower Boddington, Northampton, Butcher. Pet March 8. Fortescue. Banbury, March 18 at 10. Pellatt, Banbury.

Burley, Richd, Prisoner for Debt, Lancaster. Adj Feb 18. Kay, Manch. March 23 at 9.30. Elliott & Hampson, Manch.

Busby, Stephen, Birm, Licensed Victualler. Pet March 9. Hill, Birm, March 31 at 12. Pole, Birm.

Chamberlain, Hezekiah, Truro, Cornwall, Carpenter. Pet March 8 Chilcott. Truro, March 24 at 11. Coryon & Paull, Truro.

Clewes, Moses Hodgetts, & Herbert Hy Clewes, Bilston, Stafford, Grocers. Pet March 8. Tudor. Birm, March 24 at 12. Rowlands, Birm.

Cologne, Chas, Brighton. Pet March 8. Evershed. Brighton, March 25 at 11. Lamb, Brighton.

Crawford, Joseph Walker, Lincoln, Grocer. Pet March 8. Uppleby. Lincoln, March 25 at 11. Rex, Lincoln.

Cross, Hy, Sunderland, Durham, Shipowner. Pet March 10. Gibson. Newcastle-upon-Tyne, March 23 at 11.30. Johnston, Newcastle-upon-Tyne.

Cummins, Edwd, Lpool, Grocer. Pet March 8. Hime. Lpool, March 23 at 3. Masters, Lpool.

Dalby, Joseph Wilcock, & Geo Adam Chapman, Bradford, York, Worsted Spinners. Pet March 10. Leeds, March 22 at 11. Watson & Dickens, Bradford; Bond & Barwick, Leeds.

Dunn, Saml, Lpool, Grocer. Pet March 9. Lpool, March 24 at 11. Browne, Lpool.

Eastwood, Jas, Leeds, York, Hairdresser. Pet March 8. Marshall, Leeds, March 25 at 12. Spirett, Leeds.

English, Geo, Stokesley, York, Innkeeper. Pet March 9. Perkins, Stokesley, March 25 at 12 30. Wilcox, Stokesley.

Evans, Geo, Prisoner for Debt, Shrewsbury. Pet March 8. Hill, Birm, March 24 at 12. James & Griffin, Birm.

Evans, Wm, Aberdare, Glamorgan, Greengrocer. Pet March 8. Rees. Aberdare, March 23 at 11. Rosser, Aberdare.

Farish, Thos, Waterloo, Horton, Northumberland, out of business. Pet March 8. Gibson. Newcastle-upon-Tyne, March 23 at 12. Ingledew & Daggett, Newcastle-upon-Tyne.

Fisher, Wm Fredc, Stamford, Lincoln, Commercial Traveller. Pet March 9. Shield. Stamford, March 29 at 11. Law, Stamford.

Fitall, Franklin Fredk, East Cliff, Ramsgate, Kent, Shipwright. Pet March 6. Snowden. Ramsgate, March 23 at 11. Bowling, Ramsgate.

Fletcher, John, Lostock Gralam, Chester, Farmer. Pet March 8. Cheshire. Northwich, March 23 at 11. Fletcher, Northwich.

Freeman, John, Cambridge, Stonemason. Pet March 9. Eaden. Cambridge, March 25 at 12. Ellison, Cambridge.

Fry, Geo, Bristol, Carrier. Pet March 8. Harley. Bristol, April 2 at 12. Tucker.

Greaves, Chas Edwd, Leeds, York, Tailor. Pet March 6. Marshall. Leeds, March 25 at 12. Sykes, Leeds.

Hale, Jacob, Wolverhampton, Stafford, Baker. Pet March 4. Brown. Wolverhampton, March 24 at 12. Dallow, Wolverhampton.

Harris, Jas, Lpool, Lancaster, Joiner. Pet March 10. Lpool, March 23 at 11. Dixon, Lpool.

Harrower, Robt, Longsight, Lancaster, Merchant. Pet March 10. Macrae. Manch, March 25 at 11. Leigh, Manch.

Hill, Thos, Hartishead-cum-Clifton, Dewsbury, York, Wire Drawer. Pet March 10. Rankin. Halifax, April 2 at at 10. Storey, Halifax.

Hubbard, Hy, Leicester, Drysalter. Pet March 11. Tudor. Birm, March 23 at 11. James & Griffin, Birm.

Hughes, John David, Egremont, Cheshire. Pet March 8. Lpool, March 22 at 11. Lumb, Lpool.

Jarman, Thos, Bury St Edmund's, Suffolk, Innkeeper. Pet March 8. Collins. Bury St Edmund's, March 25 at 10. Walpole, Beyton.

Johnston, Wm, Prisoner for Debt, Manch. Adj Feb 15. Fardell. Manch, March 23 at 11.

Jones, Saml, Narberth, Pembroke, Saddler. Pet March 9. Owen. Narberth, March 30 at 11. Lascelles, Narberth.

Jones, Thos, Dowlais, Merthyr Tydfil, Glamorgan, Beerhouse Keeper. Pet March 8. Russell. Merthyr Tydfil, March 23 at 11. Rosser, Aberdare.

Jones, Thos, Lpool, Smallware Dealer. Pet March 8. Hime. Lpool, March 24 at 3. Lupton, Lpool.

Kay, Thos, Ashleyhay, Wirksworth, Derby, Farmer. Pet March 3. Hubbersty. Derby, March 19 at 3. Neale, Matlock.

Kingman, Saml, Cerne Abbas, Dorset, Farmer. Pet March 6. Exeter, March 24 at 12. Friend, Exeter.

Kirkby, Wm Jabez, Newark-upon-Trent, Newark, Confectioner. Pet March 3. Newton. Newark, March 24 at 12. Belk, Nottingham.

Littlewood, Selim, Eckington, Derby, Scythe Grinder. Pet March 9. Wake. Chesterfield, April 6 at 11. Binney & Son, Sheffield.

Longbottom, Thos, Delph, Saddleworth, York, Licensed Victualler. Pet March 6. Roberts. Saddleworth, March 24 at 1. Clark, Oldham.

Macfarlane, Wm, Tonbridge Wells, Gent. Pet Feb 16. Alleyne. Tonbridge Wells, March 22 at 3. Goodwin, Maidstone.

Marshall, Wm, Hunslet, York, Journeyman Joiner. Pet March 8. Marshall. Leeds, March 25 at 12. Harle, Leeds.

Martin, John, Burton-on-Trent, Stafford, Hairdresser. Pet March 9. Hubbersty. Burton-on-Trent, March 31 at 10. Stevenson, Burton-on-Trent.

May, Geo Thos, Tunstall, Stafford, Surgeon. Pet March 10. Tudor. Birm, March 24 at 12. James & Griffin, Birm.

Merrick, Ann, Wolverhampton, Stafford, Widow. Pet March 5. Brown. Wolverhampton, March 24 at 12. Dallow, Wolverhampton.

Moorhouse, Joseph, Wakefield, York, Yarn Spinner. Pet Feb 24. Leeds March 22 at 11. Learoyd & Learoyd, Huddersfield; Bond & Barwick, Leeds.

Mullins, Chas Wheeler, Rusholme, Lancaster, Financial Agent. Pet March 10. Fardell. Manch, April 6 at 12. Cooper, Manch.

Nettleton, Fredk, Plymouth, Devon, Beer Merchant. Pet March 9. Exeter, March 22 at 10. Edmunds & Son, Plymouth; Flood, Exeter.

Osborne, Jas Thompson, Chesterfield, Derby, Dyer. Pet March 4. Wake. Chesterfield, April 6 at 11. Gee, Chesterfield.

Otty, Matthew, Smethwick, Stafford, Brewer. Pet March 8. Tudor. Birm, March 24 at 12. East, Birm.

Oxx, Amos, Woodbridge, Suffolk, Game Dealer. Pet March 8. Reeve. Woodbridge, March 25 at 3. Welton, Woodbridge.

Parkinson, Richd, Carnforth, nr Lancaster, Licensed Victualler. Pet March 9. Fardell. Manch, March 23 at 1. Holden, Lancaster; Gardner, Manch.

Pauter, Wm Pettit, Wollaston, Northampton, Butcher. Pet March 9. Burnham. Wellingborough, March 24 at 11. Cook, Wellingborough.

Radford, Wm, Sheepshed, Leicester, Farmer. Pet March 8. Brock. Loughborough, March 24 at 11. Deane, Loughborough.

Rogers, Saml Jas, Southampton, Fish Salesman. Pet March 9. Thorndike. Hampshire, March 29 at 12. Mackey, Southampton.
Sanderson, Joseph, Burrowgate, Penrith, Cumberland, Innkeeper. Pet March 10. Varty. Penrith, March 25 at 10. Arnison, Penrith.
Smith, Thos, Prisoner for Debt, Manch. Adj Feb 16. Hulton. Salford, April 3 at 9.30.
Sturgess, Wm, Brighton, Sussex, Tailor. Pet March 8. Evershed. Brighton, March 25 at 11. Lamb, Brighton.
Tennear, Chas Hy, Knowle College, Totterdown, Somerset, Schoolmaster. Pet March 10. Harley. Bristol, April 2 at 12. Stevens.
Thomas, Saml, Resolven, Glamorgan, Shoemaker. Pet March 17. Morgan. Neath, March 25 at 11. Plews, Merthyr Tydfil.
Thornton, John Varley, & Chas Abercrombie, Brighouse, York, Worsted Spinners. Pet March 9. Leeds, March 22 at 11. Chambers & Chambers, Brighouse; Bond & Barwick, Leeds.
Toohig, John, Narberth, Pembroke, Licensed Victualler. Pet March 10. Owen. Narberth, March 30 at 11. Lascelles, Narberth.
Usher, Edwd Harvey, New Livet, nr Durham, Coach Builder. Pet March 9. Greenwell. Durham, March 23 at 11. Watson, Durham.
Walklet, Fredk, Longport, Burslem, Stafford, Beerseller. Pet March 8. Challinor. Hanley, April 17 at 10. Tomkinson, Burslem.
Walton, Ingham, Nelson, Lancaster, Power Loom Weaver. Pet March 16. Carr. Colne, March 31 at 11. Hartley, Burnley.
Whitehead, Richd, Kimberley, Nottingham, Blacksmith. Pet March 10. Patchitt. Nottingham, March 24 at 10.30. Lees, Nottingham.
Williams, Edwd, Postmorlais, Merthyr Tydfil, Glamorgan, Watchmaker. Pet March 8. Russell. Merthyr Tydfil, March 23 at 12. Williams, Merthyr Tydfil.
Wort. Jas Geo, Birm, Lamp Manufacturer. Pet March 10. Hill. Birm, March 24 at 12. Walford, Birm.

TUESDAY, March 16, 1869.

To Surrender in London.

Akehurst, Thos, Oxted, Surrey, Licensed Victualler. Pet March 13. Murray. April 1 at 11. Silvester, Gt Dover-st, Newington.
Barrett, Albert, Kensington-gardens-sq, Bayswater, Comm Agent. Pet March 11. Murray. April 1 at 11. Nind, Basinghall-st,
Beard, Joseph Jas, High-st, Borough, Confectioner. Pet March 12. April 21 at 11. Chorley, Moorgate-st.
Beazley, Geo Edwd, Jewin-st, no occupation. Pet March 11 (for pau), Pepys. April 9 at 2. Biddles, South-sq, Gray's-inn.
Bellingham, Moses, Denzell-st, St Clement's Danes, Victualler. Pet March 9. Roche. April 1 at 12. Flavell, Bedford-row.
Blizard, Chas, & Geo Edwin Blizard, Chancery-lane, Sheriff's Officers. Pet March 10. April 7 at 12. Young, Bedford-row.
Butland, Jas, Queen's-rd, Upper Teddington, Builder. Pet March 11. April 12 at 11. Marshal, Bridge-avenue, Hammersmith.
Carpenter, Sarah, South-pl, Albion-rd, Stoke Newington, Widow. Pet March 13. Pepys. April 15 at 11. Noon & Co, New Bond-st.
Chandler, Edwin Jas, Arbour-st East, Stepney, Working Engineer. Pet March 9. Pepys. April 9 at 11. Carpenter, Coleman-st.
Clarke, Chas Hy Montague, New-rd, Shepherds'-bush, Literary Agent. Pet March 13. Murray. April 1 at 12. Warrand, Newgate-st.
Daws, Augustus, Arthur-mews, Caledonian-rd, Cab Proprietor. Pet March 12 (for pau). Roche. April 1 at 12. Rigby, Basinghall-st.
Deakes, Hy, Cumming-st, Pentonville, Hairdresser's Assistant. Pet March 13. April 12 at 12. Nind, Basinghall-st.
Elstob, John Arthurs, Buckingham-palace-rd, Pimlico, no occupation. Pet March 12. April 12 at 12. Brown, Basinghall-st.
Fenn, Wm, Marquis-rd, Camden-town, Wood Engraver. Pet March 13. Pepys. April 15 at 11. Marshall, Lincoln's-inn-fields.
Finlayson, Jacob, Piccadilly, Photographer, Pet March 10. April 7 at 1. Marshall, Lincoln's-inn-fields.
Gillingham, Jas, Tisbury, Wilts, Railway Station Master. Pet March 13. Pepys. April 9 at 2. Rigby, Basinghall-st.
Godfried, Leopold, Coleman-st, Merchant. Pet March 10 (for pau). Murray. April 1 at 11. Biddles, South-sq, Gray's-inn.
Hallier, John, Victor-rd, Sonderburg-rd, Holloway, Builder. Pet March 10 (for pau). Pepys. April 9 at 12. Watson, Basinghall-st.
Hamersley, Hugh Buckley, Arthur-st, Gray's-inn-rd, no occupation. Pet March 12. Murray. Adril 1 at 12. Walker & Martineau, King's-rd, Gray's-inn.
Harris, Emanuel, Stratford, Essex, Hatter. Pet March 9. April 7 at 11. Philby, Fenchurch-bldgs.
Holland, Eliza, Tavistock-crescent, Notting-hill, Widow. Pet March 10. April 7 at 12. Lewis, Furnival's-inn.
Hornibrook, Augustus, Gt Peter-st, Westminster, Coal Dealer. Pet March 10. Murray. April 1 at 11. Watson, Basinghall-st.
Jennings, John, Boundary-rd, St John's-wood, Butcher. Pet March 10. April 7 at 11. Payne, Bedford row.
Jones, Joseph Benj, Blackwall, Poplar, Tug Owner. Pet March 11. Pepys. April 9 at 1. Watson, Basinghall-st.
Lane, Hervey, Prisoner for Debt, London. Pet March 12. April 12 at 12. Harrison, Basinghall-st.
Lenoh, Dani Peter Joseph Aloysius, Hawley-villas, Kentish-town, Pianoforte String Maker. Pet March 12. April 12 at 11. Stokes, Chancery-lane.
Levy, Robt, Lancaster-st, Borough-rd, Shopman. Pet March 13 (for pau). Pepys. April 15 at 11. Waring, Bond-st, Walbrook.
Maiden, Harriet Lucas, Denmark-villas, Ealing, Widow. Pet March 12. Murray. April 1 at 11. Stevens, Bucklersbury.
Marshall, John, Eden grove, Holloway out of business. Pet March 13. Pepys. April 15 at 12. Watson, Basinghall-st.
Parkinson, Wm Downie, Wapping-wall, Shadwell, Licensed Waterman. Pet March 10. Pepys. April 9 at 11. Godfrey, Hatton-garden.
Pollard, Hy Augustus, Gravesend, Kent, Coal Merchant. Pet March 8. Pepys. April 8 at 2. Lowther & Co, Fenchurch-st.
Rasnell, Geo, Plumstead, Kent Coal Meter. Pet March 12. Pepys. April 9 at 2. Buchanan, Basinghall-st.
Rawlings, John Stokes, Larkhall-lane, Draper. Pet March 9. Pepys. April 9 at 11. Chidley, Old Jewry.
Rich, Wm, High-st, New Brentford, Perfumer. Pet March 12. Pepys. April 9 at 2. Haynes, Serle-st, Lincoln's-inn.
Thurston, John Wm, Walworth-rd, Baker. Pet March 10. April 7 at 12. Pearce, Gilteyas-st.
Tress, Jee Robt, Rye-lane, Peckham, Stationer. Pet March 12 (for pau). Roche. April 1 at 12. Harrison, Basinghall-st.
Turpin, Jas, Chigwell, Essex, Baker. Pet March 11. April 7 at 2. Morris & Co, Finsbury-circus.
Wheeler, Geo, Woolwich, Kent, Pork Butcher. Pet March 11. Murray. April 1 at 11. Hughes & Muskett, Woolwich, Kent.
Wilson, Edmund, & Albert Surflen, Wine Office-ct, Fleet-st. Card Manufacturers. Pet March 12. Murray. April 1 at 11. Olive, Portsmouth-st, Lincoln's-inn-fields.

To Surrender in the Country.

Aldridge, Hy, St Alban's, Hertford, Butcher. Pet March 10. Blagg, St Albans, March 29 at 10. Annesley, St Alban's.
Amas, Chas, Hastings, Sussex, out of business. Pet March 12. Young. Hastings, March 30 at 11. Philbrick, Hastings.
Bailey, John, Ripon, York, Lime Burner. Pet March 15. Leeds, April 5 at 11. Spirett, Leeds.
Bainbridge, Wm, Burton-on-Trent. Pet March 13. Hubbersty, Burton-on-Trent, March 31 at 10. Wilson, Burton-on-Trent.
Bell, Wm, Huddersfield, York, Spinner. Pet March 5. Leeds, April 5 at 11. Clough, Huddersfield; Bond & Barwick, Leeds,
Best, Adam, Gt Bolton, Lancaster, Engineer. Pet March 13. Holden, Bolton, March 31, at 10. Brandwood & Dowling, Bolton.
Birch, Wm, Sheffield, Spring Knife Cutler. Pet March 11. Wake, Sheffield, March 31 at 1. Turner, Sheffield.
Brookes, Hy Edwd, Hempstead, Gloucester, Butcher. Pet March 11. Wilde. Bristol, March 25 at 11. Press & Inskip, Bristol.
Carrall, Hy, Kingston-upon-Hull, Toy Dealer. Adj March 10. Phillips Kingston-upon-Hull, March 30 at 11.
Carr, Horatio Mitchell, Leeds, York, Agent. Pet March 12. Marshall, Leeds, April 8 at 12. Granger & Son, Leeds.
Cleveley, John, Cheltenham, Gloucester, General Smith, Pet March 10. Gale. Cheltenham, March 29 at 10. Skipper, Cheltenham.
Cooper, Wm, Ince-within-Mackerfield, Lancaster, Collier. Pet March 8. Part. Wigan, April 1 at 10. Leigh & Ellis, Wigan.
Evans, Thos, Bangor, Carnarvon, Watchmaker. Pet March 11. Jones, Bangor, March 25 at 11. Jones, Menai-bridge.
Finch, Edwd, Chepstow, Monmouth, Engineer. Pet March 13. Wilde, Bristol, March 31 at 11. Brittan & Son, Bristol.
Gay, Letitia, Fordingbridge, Hants, Widow. Pet March 13. Johns, Fordingbridge, April 2 at 11. Celsey, Salisbury.
Hardy, Thos, Wolverhampton, Licensed Retailer of Ale. Pet March 11. Tudor. Birm, April 2 at 12. Barrow, Wolverhamgton; James, & Griffin, Birm.
Hardy, Geo, Beeston, Nottingham, Dealer in Trotters. Pet March 12 Patchitt. Nottingham, April 28 at 10.30. Gibson, Nottingham.
Horlock, Knightley Wm, East Vaga, Tidenham, Gloucester, Author. Pet March 12. Roberts. Chepstow, April 1 at 12. Cathcart, Newport.
Jackson, Hy, Tyldesley, Lancaster, Salt Merchant. Pet March 5 Fardell. Manch, April 13 at 11. Leigh, Manch.
Jones, John, Merthyr, Glamorgan, Draper. Pet March 5, Wilde. Bristol, March 31 at 11. Beckingham, Bristol.
Jones, Thos, Lpool, Lancaster, Auctioneer. Pet March 12. Hime. Lpool, March 30 at 2. Ritson, Lpool.
Nunn, Wm, Finchingfield, Essex, Innkeeper. Pet March 10. Cunnington. Braintree, March 30 at 10. Thurgood, Braintree.
Palmer, Wm, Flitton, Bedford, Market Gardener. Pet March 11. Wright. Ampthill, March 30 at 12. Scargill, Luton.
Pattiison, John, Springfield, Lpool, Livery-stable Keeper. Pet March 12. Hime. Lpool, March 30 at 2.30. Blackhurst, Lpool.
Pearson, John, York, News Agent. Pet March 11. Perkins, York, April 1 at 11. Young, York.
Pearins, Geo, Birm, out of business. Pet March 9. Guest. Birm, April 2 at 10. Parry, Birm.
Riley, Anthony, Hob Coat, Keighley, York, Journeyman Wheelwright. Pet March 10. Keighley, March 31 at 3, Robinson, Keighley.
Rosenthal, Herman, Birm, out of business. Pet March 10. Guest. Birm, April 2 at 10. Parry, Birm.
Rothery, Joseph, Halifax, York, Watchmaker. Pet March 11. Rankin. Halifax, April 2 at 10. Storey, Halifax.
Rushmore, Chas Wm, Lowestoft, Suffolk, Fishing-boat Owner. Pet March 11. Chater. Lowestoft, March 29 at 12. Archer, Lowestoft.
Rust, Wm, King's Lynn, Norfolk, Licensed Victualler. Pet March 10. King's Lynn, March 30 at 11. Ward, King's Lynn.
Salter, Isaac, Avebury, Wilts, Farmer. Pet March 13. Wilde. Bristol, March 27 at 11. Pratt, Wootton Bassett: Press & Inskip, Bristol.
Smart, John, Dudley, Worcester, Licensed Victualler. Pet March 12. Walker. Dudley, April 3 at 12. Stokes, Dudley.
Smith, Edwin Jas, Ross, Hereford, Hairdresser. Pet March 10. Collins. Ross, March 29 at 12. Williams, Ross.
Thornton, John Barber, jun, Prisoner for Debt, Kent. Pet March 3. Greenhow. Maidstone, March 27 at 12. Goodwin, Maidstone.
Thornton, Geo, Bingley, York, Fishmonger. Pet March 10. Keighley, March 31 at 2.30. Harle, Leeds.
Unwin, Wm Rodger, Harton, Durham, Grocer. Pet March 1. Wawn, South Shields, March 26 at 11. Mabane, South Shields.
Ware, Christopher, Marton, Lancaster, Labourer. Pet March 13. Lpool, April 2 at 12. Baxter, Lpool.
Watkin, Edwd, Welshpool, Montgomery, Miller. Pet March 11. Harrison. Welshpool, March 29 at 12. Jones, Newtown.
Watkins, John, jun, Abergavenny, Monmouth, Licensed Victualler. Pet March 13. Wilde. Bristol, March 27 at 11. Press & Inskip, Bristol.
Williams, John, Aberdare, Glamorgan, Innkeeper. Pet March 12. Rees. Aberdare, March 30 at 11. Plews, Merthyr Tydfil.
Williams, Jas Phillips, Blaenavon, Monmouth, Beerhouse Keeper. Pet March 10. Batt. Abergavenny, March 30 at 12. Lloyd, Pontypridd.
Winks, Benj, Sheffield, York, Razor Manufacturer. Pet March 3. Leeds, April 7 at 12. Newbould & Gould, Sheffield.

BANKRUPTCIES ANNULLED.

FRIDAY, March 12, 1869.

Hooker, Wm, Croydon, Surrey, Plumber. March 11.
Griffen, Eli, Edwards-sq, Kensington, Contractor. March 12.

TUESDAY, March 16, 1869.

Jonas, Saml, Wood-st, Spitalfields, Wholesale Clothier. March 15.